

**OFFICIAL AGENDA**  
**TUESDAY October 25, 2016**  
**Meeting Start Time: 9:30 a.m.**  
**Board of County Commissioners**  
**Yellowstone County, Montana**  
**Yellowstone County Courthouse**  
**217 N. 27th Street Room 403A**  
**Billings, MT**  
**9:00 a.m. Agenda Setting**

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Pledge to the Flag: Moment of Silence: Minutes

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**9:30 a.m. PRESENTATION**

Bill Dutcher, MetraPark General Manager

**9:30 a.m. RECOGNITION**

RICHARD HELM	COUNTY ATTORNEY	20 YEARS OF SERVICE
HANS DEMELLO	DETENTION CENTER	20 YEARS OF SERVICE
RONNI TALLERICO	PUBLIC WORKS	15 YEARS OF SERVICE
LESLIE IDSTROM	EXTENSION SERVICES	10 YEARS OF SERVICE
SHARON SKAGGS	JUSTICE COURT	RETIREMENT

**9:30 a.m. BID OPENING**

Open & Acknowledge RFP for Dental Services at the Detention Facility

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**REGULAR AGENDA**

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**1. COMMISSIONERS**

Resolution 16-116 to Change the Board Meeting from Tuesday November 8, 2016 @ 9:30 a.m.to Monday November 7, 2016 @ 9:30 a.m.

**2. BIG SKY ECONOMIC DEVELOPMENT AUTHORITY**

- a. Resolution 16-118 of Intent Establishing the Lockwood Targeted Economic District (TEDD), Creating the Lockwood TEDD, and Adopting the Lockwood TEDD Plan with a Tax Increment Financing Program Pursuant to Title 7, Chapter 15, Part 42 and 43 of the Montana Code Annotated - Scheduling the Public Hearings for Monday November 7, 2016 and Tuesday November 22, 2016 @ 9: 30 a.m. in Room 403A
- b. Resolution 16-117 to Change Boundary of Jurisdictional Zoning Area of Yellowstone County

**3. PLANNING DEPARTMENT**

Building for Lease or Rent Application, Tract 3A-1, C/S 1385, Levi and Barbara Britton, Applicants

**4. COUNTY ATTORNEY**

Presentation by State Attorney General Staff Regarding State Settlement with Crow Tribe

**CLAIMS**

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**CONSENT AGENDA**

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**1. PURCHASING**

- a. Request to Expend from the Weed Department to Purchase a New Tablet with Wireless Phone Connectivity
- b. Agreement with Tracker Software Corporation dba Pubworks for a License Agreement for Computer Software & Services for the Public Works Department
- c. The Public Works Department is Requesting Commissioner Approval for a Change Order #2 to the 2016 Chip Seal Project with Hardrives for Granite Park Subdivision
- d. The Public Works Department is Requesting Commissioner Approval for a Change Order #1 with Hardrives to Repair & Chip Seal Hazelnut & Grassland Project for an Additional 10 Feet
- e. Request to Expend from the Detention Facility for an Additional Laptop Computer for Use by Correctional Health Partners
- f. Request to Expend and Re-New a Service Agreement with Emerson Power / Liebert Services
- g. Planned Maintenance Agreement with Cummins Diesel for Annual Maintenance for Backup Generators at the Greeno, Pompeys Pillar and Skyview Sites

2.

**COMMISSIONERS**

a.

Board Openings - Huntley Project Fire Service Area; Lockwood Pedestrian Safety District Advisory

b.

Board Reappointment - Norman Miller to Weed Control Board

c.

Board Reappointment - Troy Boucher to C/C Planning Board - District 1

d.

Board Reappointment - Oscar Heinrich, Jr. and Randy Reger to County Tax Appeal Board

e.

Board Reappointments - Kevin Evans & Ted Lechner to Youth Services Center Board

f.

Board Reappointment - Mark Osborn to Billings Urban Fire Service Area Board

g.

Professional Services Agreement Addendum with Correctional Health Partners to Change the Effective Date of the Contract

3.

**METRA PARK**

Approval of the August 2017 (FY18) Night Show Budget and Gate Act Budget

4.

**PUBLIC WORKS**

a.

City of Billings Joint Floodplain Application

b.

Release - Brookwood Subdivision - Lots 1 - 7 of Block 2, Lots 4 - 8 of Block 6, Lots 1 - 4 of Block 7 in Brookwood Subdivision

5.

**SHERIFF**

Request the Purchase of New World Softcode Software for Sheriff - Civil

6.

**TREASURER**

a.

Property Tax Refund Request for Tax Code A30801

b.

Property Tax Refund Request for Tax Codes A13425 and A13424

7.

**HUMAN RESOURCES**

**PERSONNEL ACTION REPORT - IT Department - 1 Appointment**

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**FILE ITEMS**

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1.

**COMMISSIONERS**

a.

Executed Service Contract with Hulteng CCM, Inc. for Jail Expansion Project

b.

Taxing Jurisdiction Change in Valuation

c.

Montana Association of Counties Renewal for Vision Coverage

d.

County Variance 284 - 3150, 3246 & 3316 King Avenue East

2.

**FACILITIES**

a.

Courthouse Lawn Application - Riverstone Health

b.

Courthouse Lawn Application - Montana Citizens for I - 182

3.

**PURCHASING**

a.

Contract with John's Home and Yard Service for snow removal for Beartooth Pointe Subdivision

b.

Contract with Johns Home & Yard Service for Snow Removal at West Meadows Subdivision

**PUBLIC COMMENTS ON COUNTY BUSINESS**



**B.O.C.C. Regular**

Agenda Item

**Meeting Date:** 10/25/2016

**Title:** Special Presentation - Bill Dutcher

**Submitted By:** Paulette Turner-Byrd

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**TOPIC:**

Bill Dutcher, MetraPark General Manager

**BACKGROUND:**

Through the years, the commissioners have heard many positive comments regarding Bill Dutcher and MetraPark and would like to recognize his outstanding service

**RECOMMENDED ACTION:**

Present Bill Dutcher with an appreciation award

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**Attachments**

Bill Dutcher Award

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# Rimrock Promotions

Yellowstone County Commissioners  
RECEIVED

876 Senora Ave.

Billings, Montana 59105

Phone or Fax: (406) 259-3114, 1-800-303-3114

Cell: (406) 860-3915 or (406) 696-9800

SEP 14 2016

- Producers of: *The Billings Home Improvement Show*

September 13, 2016

To Yellowstone County Commissioners;

On September 9-11, 2016 we rented the Metra Park Expo center for our Fall Home Improvement Show. We have been holding our Home Improvement Shows at Metra Park for over 20 years. We have worked with three Metra Park managers in this time period. Bill Dutcher has always been very professional in all of his dealings with us.

What has always impressed us about Bill, is his genuine concern about our event and our well being as customers of Metra Park. This was experienced during the Fall Home Improvement Show, as Bill personally visited us every day of our show. He always takes the time and effort to show that we are important and valued as customers.

We look forward to a continued good relationship with Metra Park and Bill Dutcher! It is our sincere hope that Bill's efforts are not overlooked and are rewarded.

Sincerely,

Mark, Rhonda, Beau and Devon Hedin

Home Improvement Show

**B.O.C.C. Regular**

Agenda Item

**Meeting Date:** 10/25/2016**Title:** October Recognition**Submitted By:** Charri Victory

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**TOPIC:**

RICHARD HELM	COUNTY ATTORNEY	20 YEARS OF SERVICE
HANS DEMELLO	DETENTION CENTER	20 YEARS OF SERVICE
RONNI TALLERICO	PUBLIC WORKS	15 YEARS OF SERVICE
LESLIE IDSTROM	EXTENSION SERVICES	10 YEARS OF SERVICE
SHARON SKAGGS	JUSTICE COURT	RETIREMENT

**BACKGROUND:**

na

**RECOMMENDED ACTION:**na

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**Attachments**October Recognition

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RECOGNITION OCTOBER 25<sup>TH</sup> 9:30am

RICHARD HELM COUNTY ATTORNEY 20 YEARS OF SERVICE

HANS DEMELLO DETENTION CENTER 20 YEARS OF SERVICE

RONNI TALLERICO ROAD 15 YEARS OF SERVICE

LESLIE IDSTROM EXTENSION SERVICE 10 YEARS OF SERVICE

DEPARTURE OF SERVICE

SHARON SKAGGS – 01/17/1977 TO 10/17/2016 – JUSTICE COURT SUPERVISOR

**B.O.C.C. Regular**

Agenda Item

**Meeting Date:** 10/25/2016

**Title:**

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Open & Acknowledge RFP for Dental Services at the Detention Facility

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Refer to Staff

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**B.O.C.C. Regular**

Agenda Item 1.

**Meeting Date:** 10/25/2016

**Title:**

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Resolution 16-116 to Change the Board Meeting from Tuesday November 8, 2016 @ 9:30 a.m.to Monday November 7, 2016 @ 9:30 a.m.

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Approve

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**Attachments**

Resolution 16-116

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**RESOLUTION NO. 16-116**

***Establishing a Special Meeting Date & Time of the Board of County Commissioners***

WHEREAS, the Board of County Commissioners of Yellowstone County, Montana, established an official meeting time for Tuesdays at 9:30 A.M. for official meetings of the Board of County Commissioners,

WHEREAS, the Board of County Commissioners, pursuant to Section 7-5-2122, M.C.A., must set any official Board meeting changes by resolution;

WHEREAS, The Board will not be able to convene for the meeting set for Tuesday, November 8, 2016 and the Board of County Commissioners wish to establish a special meeting date in lieu of that date;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Yellowstone County, Montana, that the Board shall meet to conduct official County business on **Monday November 7, 2016 at 9:30 A.M.** in lieu of the Tuesday September 20, 2016 meeting date.

DONE BY ORDER of the Board of County Commissioners, Yellowstone County, Montana, and this 25 day of October, 2016.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

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John Ostlund, Chairman

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James E. Reno, Member

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Robyn Driscoll, Member

ATTEST:

(SEAL)

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Jeff Martin  
Clerk and Recorder  
Yellowstone County, Montana

**B.O.C.C. Regular**

Agenda Item 2. a.

**Meeting Date:** 10/25/2016

**Title:**

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Resolution 16-118 of Intent Establishing the Lockwood Targeted Economic District (TEDD), Creating the Lockwood TEDD, and Adopting the Lockwood TEDD Plan with a Tax Increment Financing Program Pursuant to Title 7, Chapter 15, Part 42 and 43 of the Montana Code Annotated - Scheduling the Public Hearings for Monday November 7, 2016 and Tuesday November 22, 2016 @ 9: 30 a.m. in Room 403A

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Approve

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**Attachments**

Res. of Intent  
TEDD Exhibit  
Exhibit A

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## **RESOLUTION NO. 16-118**

### **RESOLUTION OF INTENT ESTABLISHING THE LOCKWOOD TARGETED ECONOMIC DISTRICT (TEDD), CREATING THE LOCKWOOD TEDD, AND ADOPTING THE LOCKWOOD TEDD PLAN WITH A TAX INCREMENT FINANCING PROGRAM PURSUANT TO TITLE 7, CHAPTER 15, PART 42 AND 43 OF THE MONTANA CODE ANNOTATED**

WHEREAS, in Yellowstone County there is an unincorporated area of urban development commonly referred to as "Lockwood."

WHEREAS, a portion of Lockwood is zoned either Industrial or Agricultural Open.

WHEREAS, In accordance with MCA § 7-15-4210, on April 21, 2015, the Yellowstone County Board of Commissioners passed Resolution No. 15-22 (Resolution of Necessity), declaring the Lockwood TEDD described below as "infrastructure deficient" as described in MCA § 7-15-4279.

WHEREAS, Resolution 15-22 generally established boundaries of the Lockwood TEDD, as described in attached Exhibits "A" and "B" and determined the existence of infrastructure deficiencies in the area.

WHEREAS, Yellowstone County is interested in fostering redevelopment, growth and retention of secondary, value adding industries as part of the County's overall goal to promote, stimulate, develop and advance the general welfare, commerce, economic development and prosperity of the citizens of Yellowstone County and the State of Montana. Therefore, pursuant to MCA § 7-15-4212, Yellowstone County caused a Comprehensive Development Plan to be prepared.

WHEREAS, Yellowstone County is interested in using Tax Increment Financing as authorized in MCA §§ 7-15-4282 through 7-15-4294, to help fund the supportive public infrastructure needed for the development of secondary, value-adding industries in the Lockwood TEDD area.

WHEREAS, pursuant to § 7-15-4279, a local government may by ordinance and following a public hearing authorize the creation of a TEDD in support of value-adding economic development.

WHEREAS, the TEDD Plan for the Lockwood targeted area, including tax incentive provision, has been prepared to guide the industrial development program and public infrastructure projects in the infrastructure deficient area established by Resolution No. 15-22.

WHEREAS, the area to be considered for the TEDD is a contiguous area with accurately described boundary limits and is large enough to host a diversified tenant base of multiple diversified tenants.

WHEREAS, the zoning for the proposed TEDD is zoned for governmental uses as provided for in Title 76, Chapter 2, Part 2 or 3 in accordance with the area growth policy defined in § 76-1-103 (industrial or agricultural open zoning) and does not comprise any property included in an existing tax increment financing district.

WHEREAS, the area is found to be deficient in infrastructure improvements as stated in the Resolution of Necessity as provided for in § 7-15-4280.

WHEREAS, a comprehensive development plan has been developed and adopted by the Yellowstone County Board of Commissioners that ensures the District can host a diversified tenant base of multiple independent tenants.

WHEREAS, the Yellowstone County Planning Board will hold a public hearing to determine whether the comprehensive plan complies with the Lockwood Growth Policy on October 25, 2016 and such decision will be published to the Yellowstone County Board of Commissioners prior to its consideration of the Ordinance Establishing the Lockwood TEDD at its public hearings on November 7, 2016 and November 22, 2016.

WHEREAS, the adoption of the Lockwood TEDD is not designed to serve the needs of a single district tenant or group of non-independent tenants.

WHEREAS, the tax increment financing will be used in accordance with §§ 7-15-4282 through 7-15-4294 for use in Lockwood TEDD or other uses as provided by law.

WHEREAS, use by the local government of the tax increment financing is spelled out in the Comprehensive Development Plan.

WHEREAS, the following definitions are adopted:

1. "Act" means Title 7, Chapter 15, Parts 42 and 43 of the Montana Code Annotated.
2. "Actual taxable value" means the taxable value of taxable property at any time, as calculated from the assessment roll last equalized.
3. "Base taxable value" means the actual value of all taxable property within an urban renewal area prior to the effective date of a tax increment financing provision. This value may be adjusted as provided in MCA §§ 7-15-4287 or 7-15-4293.
4. "Incremental taxable value" means the amount, if any, by which the actual taxable value at any time exceeds the base taxable value of all property within a TEDD.
5. "Tax increment" means the collections realized from extending the tax levies, expressed in mills, of all taxing bodies which the TEDD area or a part thereof is located, against the incremental taxable value.
6. "Tax increment provision" means a provision for the segregation and application of tax increments as authorized by MCA §§ 7-15-4282 through 7-15-4294.
7. "Taxes" means all taxes levied by a taxing body against property on an ad valorem basis.
8. "Targeted Economic Development District" means a defined area that supports value-adding economic development and may utilize tax increment financing.
9. "Targeted economic development project" means a project undertaken within or for a TEDD that consists of any or all of the activities authorized by MCA § 7-15-4288.

NOW, THEREFORE BE IT RESOLVED, that the Yellowstone County Board of Commissioners adopts the Comprehensive Development Plan and sets two public hearings for the adoption of the Ordinance Establishing the Lockwood TEDD, Creating the Lockwood TEDD, and Adopting the Lockwood TEDD Plan with Tax Increment Financing Program Pursuant to Title 7, Chapter 15, Part 42 and 43 of the Montana Code Annotated. The Board orders that two readings and public hearings on the Ordinance be held at 9:30 A.M. on November 7, 2016 and November 22, 2016 in the Board Room of the Yellowstone County Commissioners, Room 403A of the Yellowstone County Courthouse, 217 North 27<sup>th</sup> Street, Billings,

Montana. The Board orders the Yellowstone County Clerk and Recorder to publish notice of the public hearings in the *Billings Gazette* on October 28, 2016 and November 4, 2016. Questions regarding the Ordinance and formation of the TEDD may be directed to Daniel L. Schwarz, Yellowstone County Chief Civil Deputy Attorney at P.O. Box 35025, Billings, MT 59107, (406) 256-2830. The ordinance may be inspected at the office of the Yellowstone County Clerk and Recorder, P.O. Box 35001, Billings, MT 59107. Should the Ordinance be adopted, it will become effective 30 days from passage.

DATED this 25<sup>th</sup> day of October, 2016.

YELLOWSTONE COUNTY BOARD OF COMMISSIONERS

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John Ostlund, Chairperson

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James E. Reno, Commissioner

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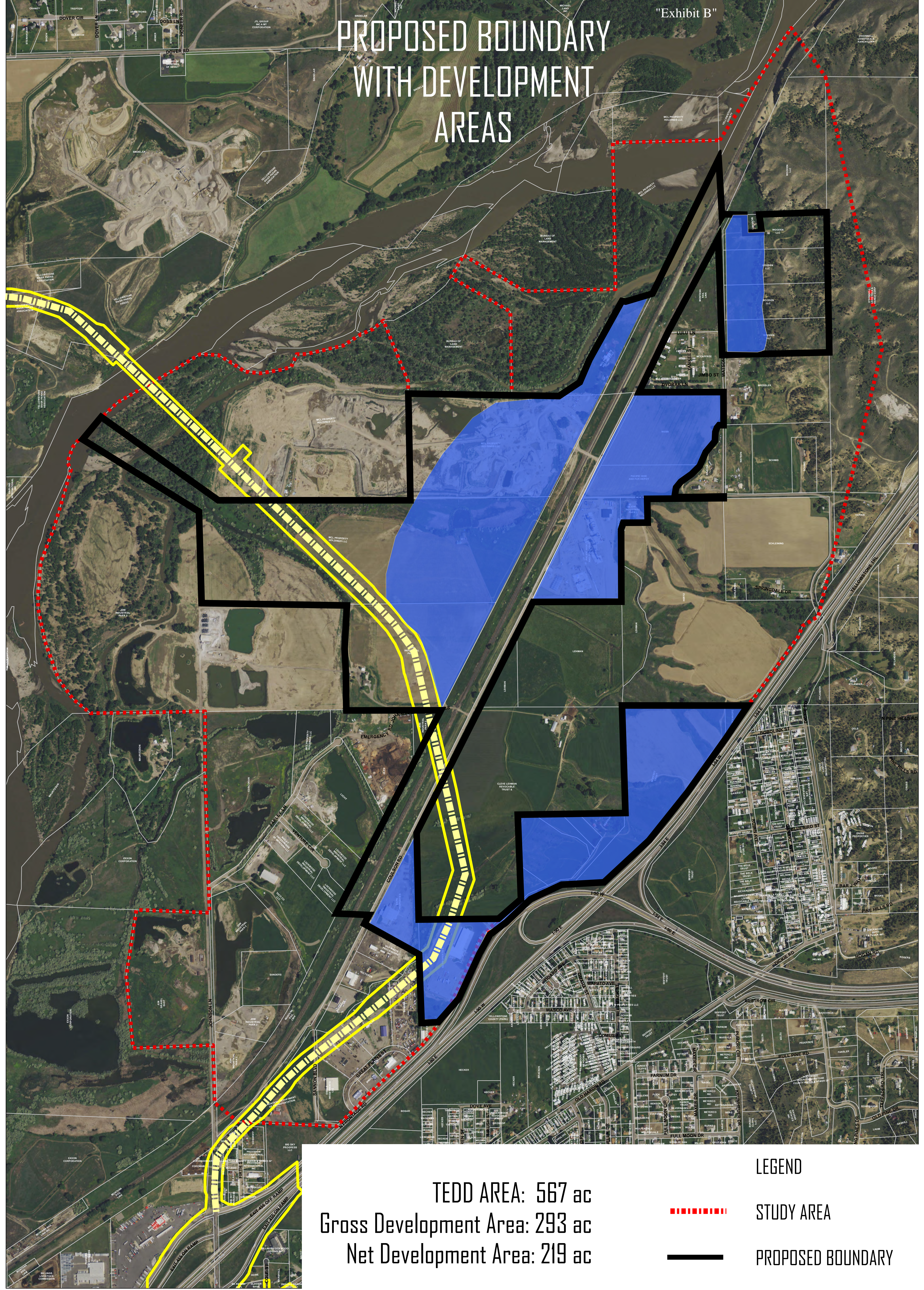
Robyn Driscoll, Commissioner

ATTEST:

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Jeff Martin, Clerk & Recorder







## Exhibit “A”

### Legal Description

The legal description of the Lockwood TEDD is as follows:

A tract of land situated in Sections 7, 8, 17, 18, 19 and 20, Township 1 North, Range 27 East, P.M.M., Yellowstone County, Montana; more particularly described as follows:

Beginning at the northeast corner of Tract 4A2, Certificate of Survey No. 1225; thence southerly along the east boundary line of Certificate of Survey No. 1225 to the southeast corner of Tract 3B, Certificate of Survey No. 1225; thence westerly to the centerline of the Watson Road right of way; thence northerly along the centerline of the Watson Road right of way to a point which is the intersection of the Watson Road right of way and the east boundary line of Tract 3A, Certificate of Survey No. 2807; thence southwesterly along the east boundary line of Tract 3A to the northwest corner of Tract 1, Certificate of Survey No. 3540; thence easterly along the north boundary line of Tract 1 to the northeast corner of Tract 1; thence southerly, westerly and southwesterly along the east boundary lines of Certificate of Survey No. 3540 to the southeast corner of Tract 2, Certificate of Survey No. 3540; thence easterly along the south boundary line of Tract 1, Certificate of Survey No. 3092 to the southeast corner of Tract 1; thence southerly to the northeast corner of Certificate of Survey No. 632; thence westerly along the north boundary line of Certificate of Survey No. 632 to the northwest corner of Certificate of Survey No. 632; thence southerly along the east boundary line of Tract 1, Certificate of Survey No. 2009; thence westerly along the south boundary line of Tract 1 to the northeast corner of the Lockwood Irrigation District Parcel lying west of ditch between Certificate of Survey No. 632 and Certificate of Survey No. 2009; thence southwesterly to the intersection of Lockwood Irrigation District Parcel and Tract 2, Certificate of Survey No. 2009; thence westerly along the south boundary line of Tract 2 to the southwest corner of Tract 2; thence westerly to a point which is the intersection of the south boundary line of Tract 2 and the centerline of the Coulson Road right of way; thence southeasterly along the centerline of the Coulson Road right of way to a point which is the intersection of the Coulson Road right of way and the east boundary line of Lot 1, Block 1, Great Plains Subdivision; thence southerly to the northwest corner of Tract 1, Certificate of Survey No. 3376; thence northeasterly to the southwest corner of Lot 5, Seiffert Industrial Subdivision; thence northerly along the west boundary line of Seiffert Industrial Subdivision to the northwest corner of Lot 4, Seiffert Industrial Subdivision; thence easterly along the north boundary line of Seiffert Industrial Subdivision to the northeast corner of Lot 1, Seiffert Industrial Subdivision; thence northerly to the northwest corner of Tract 1, Certificate of Survey No. 1734; thence easterly to the northeast corner of Tract 1, Certificate of Survey No. 1734; thence southwesterly to the southeast corner of Tract 1, Certificate of Survey No. 1734; thence westerly to the southwest corner of Tract 1, Certificate of Survey No. 1734; thence westerly to a point which is the intersection of the south line of Tract 1, Certificate of Survey No. 1734 and the centerline of the North Frontage Road right of way; thence southwesterly along the centerline of the North Frontage Road right of way to a point which is the intersection of the North Frontage Road right of way and the south boundary line of Tract 1, Certificate of Survey No. 3376; thence westerly to the southwest corner of Tract 1; thence northerly along the west boundary line of Tract 1 to the southeast corner of Lot 1, Block 1, Great Plains Subdivision; thence northwesterly to the southwest corner of Lot 1; thence northeasterly to a point which is the intersection of the west boundary line of Lot 1 and the south boundary line of

Section 18; thence westerly along south boundary line of Section 18 to a point which is the intersection of the south boundary line of Section 18 and the east boundary line of Lot 2C, Johnson Lane Materials Subdivision; thence northeasterly to the southeast corner of Lot 5, Johnson Lane Materials Subdivision; thence northerly to the northeast corner of Lot 5; thence westerly to the southwest corner of Lot 1, Block 1, Weaver Flats Subdivision; thence north to the northwest corner of Lot 1; thence westerly to the southwest corner of Tract 2, Certificate of Survey No. 3477; thence northerly to the northeast corner of Lot 2, Block 1, Weaver Flats Subdivision; thence northeasterly to the northwest corner of Lot 2; thence northwesterly to the northwest corner of Lot 2; thence northeasterly to the northeast corner of Tract 1, Certificate of Survey No. 3477; thence southeasterly to the southwest corner of Tract 1; thence easterly to the southeast corner of Tract 1; thence northerly to the southwest corner of Government Lot 9; thence easterly to the southwest corner of Tract 1B, Certificate of Survey No. 2807; thence northeasterly to the northwest corner of Tract 1B; thence northeasterly to the northeast corner of Tract 1B; thence northeasterly along the east boundary line of Tract 1A, Certificate of Survey No. 2807 to the southwest corner of the tract of land described as survey overlap of Certificate of Survey No. 1225 and Certificate of Survey No. 2868; thence southerly to a point which is the intersection of the west line of the tract of land described as survey overlap of Certificate of Survey No. 1225 and the west right of way line of the Montana Rail Link right of way; thence northeasterly to the southwest corner of Tract 5, Certificate of Survey No. 1225; thence easterly to the northwest corner of Tract 4A1, Certificate of Survey No. 1225; thence southerly to the southwest corner of Tract 4A1; thence easterly to the southeast corner of Tract 4A1; thence northerly to the northeast corner of Tract 4A1; thence easterly to the Point of Beginning; parcels containing 455.83 acres, more or less, subject to any existing easements and/or rights of way, whether of record or apparent on the ground.

## Parcels

Land owners and property descriptions are listed below.

Owner Last Name	Legal Description	Geocode	Tax ID	Property Address	Mailing Address	City State ZIP	Zoning
BKPN Properties LLC	GREAT PLAINS SUBD, S19, T01 N, R27 E, BK 1, Lot 1	03103419101160000	C11082	1655 Coulson Rd	1655 Coulson Rd	Billings, MT 59101	Heavy Industrial
G2 Properties LLC	S20, T01 N, R27 E, C.O.S. 3376, PARCEL 1	03103420211040000	D06449	3255 N Frontage Rd	455 Highway 195, Suite A	Georgetown, TX 78633	Controlled Industrial
JDW Industrial Park 2 LLC	S17, T01 N, R27 E, C.O.S. 2009, PARCEL 1	03103417101200000	D06407	2150 Coulson Rd E	PO Box 22745	Billings, MT 59104	Heavy Industrial
JDW Industrial Park 2 LLC	WEAVER FLATSSUB (14), S17, T01 N, R27 E,	03103417201010000	D06415	3306 Coulson Rd	PO Box 22745	Billings, MT 59104	Ag Sub/Not Zoned

	BK 1, Lot 1						
JDW Industrial Park 2 LLC	S17, T01 N, R27 E, FRACTION NWSW LYING N & W OF RR	03103417360010000	D06415A	Coulson Rd	PO Box 22745	Billings, MT 59104	Heavy Industrial
Lockwood Irrigation District	S17, T01 N, R27 E, PORTION OF SWNWNWNE LYING WEST OF DITCH BETWEEN COS 632 2ND	03103417201100000	D13115	Coulson Rd	PO Box 3292	Billings, MT 59103	Heavy Industrial
MCL Properties LLC	S08, T01 N, R27 E, S2SW WEST OF RAILROAD	03103408301010000	D06329	3530 Coulson Rd	6513 Trade Center Ave	Billings, MT 59101	Heavy Industrial
MCL Properties LLC	S08, T01 N, R27 E, C.O.S. 2807, PARCEL 1B	03103408101010000	D06331	3553 Coulson Rd	6513 Trade Center Ave	Billings, MT 59101	Heavy Industrial
MCL Properties LLC	S18, T01 N, R27 E, C.O.S. 3477, PARCEL 2	03103418101010000	D06416	Coulson Rd	6513 Trade Center Ave	Billings, MT 59101	Heavy Industrial
Montana Rail Link	S19, T01 N, R27 E	03103419350010000	D13145J	Coulson Rd	PO Box 16624	Missoula, MT 59808	Rail ROW
Pacific Hide And Fur Depot	S08, T01 N, R27 E, C.O.S. 3540, PARCEL 2	03103408320010000	D06329B	Coulson Rd	PO Box 1549	Great Falls, MT 59403	Heavy Industrial
Pacific Hide And Fur Depot	S17, T01 N, R27 E, C.O.S. 2009, PARCEL 2	03103417201040000	D06408	3385 Coulson Rd	PO Box 1549	Great Falls, MT 59403	Heavy Industrial
Seiffert Trust	S17, T01 N, R27 E, C.O.S. 1734, PARCEL 1, AMND	03103417418150000	D06413	N Frontage Rd	PO Box 31181	Billings, MT 59107	Controlled Industrial
Terry L. Seiffert	S17, T01 N, R27 E, C.O.S. 1734, PARCEL 2,	03103417301100000	D06414	3333 N Frontage Rd	PO Box 31181	Billings, MT 59107	Controlled Industrial

	AMND						
Roger and Peggy Webb	S08, T01 N, R27 E, C.O.S. 3540, PARCEL 1	03103408401010000	D06329A	Coulson Rd	1132 Ginger Way	Billings, MT 59105	Heavy Industrial
Town and Country Supply Association	S08, T01 N, R27 E, C.O.S. 1225, PARCEL 3A	03103408403110000	D06336	2611 Watson Rd	PO Box 22745	Billings, MT 59104	Heavy Industrial
Town and Country Supply Association	S08, T01 N, R27 E, 1225, PARCEL 3B	03103408403090000	D06337	Watson Rd	PO Box 22745	Billings, MT 59104	Heavy Industrial
Town and Country Supply Association	S08, T01 N, R27 E, C.O.S. 1225, PARCEL 4A2, AMD TR 4A	03103408403170000	D06338	Watson Rd	PO Box 22745	Billings, MT 59104	Heavy Industrial
Michael Stanhope	PINE HILL SUB, S17, T01N, R27 E, BLOCK 1, LOTS 12-15	03-1034-17-4-18-01- 0000	C04920	Bobolink Rd	PO Box 819	Choteau, MT 59422	Agricultural



**B.O.C.C. Regular**

Agenda Item 2. b.

**Meeting Date:** 10/25/2016

**Title:**

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Resolution 16-117 to Change Boundary of Jurisdictional Zoning Area of Yellowstone County

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Approve

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**Attachments**

TEDD

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# **YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS**

Resolution No. 16-117

## **Resolution to Change Boundary of Jurisdictional Zoning Area of Yellowstone County**

WHEREAS, pursuant to Sections 76-2-201 of the Montana Code Annotated, a board of county commissioners has the authority to establish a county jurisdictional zoning area. Pursuant to Section 76-2-205 of the Montana Code Annotated, a board of county commissioners has the authority to change the jurisdictional zoning area. To change the jurisdictional zoning area, a board of county commissioners has to set a public hearing, provide notice of the public hearing through posting and publication, hold a public hearing, pass a resolution of intent, publish notice of the resolution of intent, receive protests and pass a resolution if enough property owners have not protested.

WHEREAS, WHEREAS, JDW Industrial Park 2, LLC owns property located at S17, T01 N, R27 E, C.O.S. 2009, Parcel 1 and WEAVER FLATS SUB, S17, T01 N, R27 E, Bk 1, Lot 1 that is located adjacent to the jurisdictional zoning area of Yellowstone County. Lockwood Irrigation District owns property located at S17, T01 N, R27 E, Portion of SWNWNWNE Lying West of ditch between COS 632 2ND AMD and COS 2009 that is located adjacent to the jurisdictional zoning area of Yellowstone County. MCL Property Holdings LLC owns property located at S08, T01 N, R27 E, C.O.S. 2807, Parcel 1B, AMD, S08, T01 N, R27 E, C.O.S. 2807, Parcel 1A, AMD, S08, T01 N, R27 E, S2SW west of railroad, S18, and T01 N, R27 E, C.O.S. 3477, Parcel 2 that is located adjacent to the jurisdictional zoning area of Yellowstone County. Pacific Hide and Fur Depot PO owns property located at S08, T01 N, R27 E, C.O.S. 3540, Parcel 2, and S17, T01 N, R27 E, C.O.S. 2009, Parcel 2 that is located adjacent to the jurisdictional zoning area of Yellowstone County. Seiffert Trust owns property located at S17, T01 N, R27 E, C.O.S. 1734, Parcel 1, AMND that is located adjacent to the jurisdictional zoning area of Yellowstone County. Stanhope, Michael owns property located at PINE HILL SUBD, S17, T01 N, R27 E, BLOCK 1, Lot 12-15, FRAC LTS 12-15 S OF S\* that is located adjacent to the jurisdictional zoning area of Yellowstone County. Roger & Peggy Webb own property located at S08, T01 N, R27 E, C.O.S. 3540, and Parcel 1 that is located adjacent to the jurisdictional zoning area of Yellowstone County. Wooden LLC owns property located at S08, T01 N, R27 E, 1225, Parcel 3B, S08, T01 N, R27 E, C.O.S. 1225, Parcel 3A, AMND, S08, T01 N, R27 E, C.O.S. 1225, Parcel 4B, AMND, and S08, T01 N, R27 E, C.O.S. 1225, Parcel 4A2, AMD TR 4A that is located adjacent to the jurisdictional zoning area of Yellowstone County. JDW Industrial Park 2, LLC, et al. has submitted a request to the Yellowstone County Board of County Commissioners to have their property placed in the jurisdictional zoning area of the County. Attached is a copy of the request. The Yellowstone County Board of County Commissioners have reviewed the request and believe that it may be in the best interest of the public to expand the jurisdictional zoning area of the County as requested by JDW Industrial Park 2, LLC, et al..

WHEREAS, on June 21, 2016, the Yellowstone County Board of County Commissioners passed a resolution to initiate the process to change the boundary of the jurisdictional zoning area of Yellowstone County and set a public hearing on the change for August 23, 2016. On June 24, 2016, the Yellowstone County Clerk and Recorder posted notice of the public hearing at five locations in the County. On June 24, 2016 and July 1, 2006, the Clerk and Recorder published notice of the hearing. On July 12, 2016 the Yellowstone County Planning Board provided the Board with a recommendation on the change. On August 23, 2016, the Board held a public hearing on the change and passed a resolution of intent to expand the jurisdictional zoning area of the County as proposed by JDW Industrial Park 2, LLC, et al.. On June 24, 2016 and July 1, 2016, the Clerk and Recorder published notice of the resolution of intent. The Clerk and Recorder received protests as to the expansion until September 22, 2016. The Clerk and Recorder received 0 protests. Attached are copies of the protests it received.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners expands the jurisdictional zoning area of the County as requested by JDW Industrial Park 2, LLC, et al.. The Board orders the Yellowstone County Planning Department to amend the County's zoning regulations and maps to acknowledge the expansion.

Resolution No. 16-117

Resolution to Change Boundary of Jurisdictional Zoning Area of Yellowstone County

Passed and Adopted on the 25th day of October 2016.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
John Ostlund, Chairman  
Yellowstone County Commissioner

\_\_\_\_\_  
James E. Reno, Member  
Yellowstone County Commissioner

\_\_\_\_\_  
Robyn Driscoll, Member  
Yellowstone County Commissioner

Attest:

\_\_\_\_\_  
Jeff Martin  
Yellowstone County Clerk and Recorder

## **B.O.C.C. Regular**

Agenda Item 3.

**Meeting Date:** 10/25/2016

**TITLE:** Tract 3A-1, C/S 1385, Building for Lease or Rent Application

**PRESENTED BY:** Wyeth Friday

**DEPARTMENT:** Planning Department

---

### **TOPIC:**

Building for Lease or Rent Application, Tract 3A-1, C/S 1385, Levi and Barbara Britton, Applicants

### **INTRODUCTION:**

On August 31, 2016, Levi and Barbara Britton, owners, applied for approval of a Building for Lease or Rent development on Tract 3-A-1, C/S 1385 to construct workshop buildings. The proposed project would result in 30 units for lease or rent on a 10.8-acre parcel of land generally located east of 80<sup>th</sup> Street West and west of Homewood Park Drive just north of the 80<sup>th</sup> Street Estates Subdivision. The property is outside of zoning. This application has been reviewed by staff as per the Yellowstone County Building for Lease or Rent Regulations, adopted by the Board of County Commissioners per Resolution 13-56 in August 2013.

### **PROCEDURAL HISTORY**

- The application was submitted to the Planning Division on August 31, 2016.
- The Planning Division staff determined it was complete and ready for review September 8.
- The application materials were routed for department and agency review on September 13 and comments were due back to the Planning Division on September 23.
- The Board of County Commission will consider the application on October 25.
- The 60 working-day review period ends November 23, 2016.

### **ALTERNATIVES ANALYZED:**

The Board of County Commissioners has authority to approve, conditionally approve, or deny the application for the creation of buildings for lease or rent pursuant to the regulations. The findings for this application as per the County Building for Lease or Rent Regulations are as follows:

### **BUILDING FOR LEASE OR RENT FINDINGS**

- 1. Impacts to the physical environment and human population in the area affected by the buildings for lease or rent.**

The area where this development is proposed is dry land native grasses and pasture that is not irrigated and not used for crop production. The development of this project will not take any productive agricultural land out of production. The property is bordered on

the south by single-family residential development and vacant land borders it on the north, east and west. The buildings along the south property line will be about 30 feet from the property line and the development will be fenced along the south property line as well.

While there may be some noise from activity at the new work shops that the residence to the south may experience, the setbacks of the buildings and the fencing should help with some buffering between the properties. A significant use of the new development is for storage, so traffic is expected to be intermittent and light. Staff is recommending that any security lighting for the development along the south and east property boundaries have full cut off shields so that light does not shine onto the neighboring properties that have residences on them ( **See Condition #1**).

**2. Adequate water, wastewater, and solid waste facilities are available to serve the buildings for lease or rent.**

The new development is proposing to have restrooms that are shared by multiple units in the development and an RV sewage dump station. RiverStone Health staff stated that the project is subject to Montana Department of Environmental Quality review and approval for any proposed wastewater and domestic water systems. Staff indicated that no application had been submitted to DEQ at the time this review was completed. ( **See Condition #2**).

The property owner will need to ensure solid waste service is provided to the property. The Billings Landfill has capacity for additional solid waste but it is the responsibility of the property owner to arrange for solid waste services from the property to the landfill.

Staff is recommending a condition to verify that the development does comply with the Montana Department of Environmental Quality for storm water requirements on the site and that a copy of the DEQ approved storm water plan is provided to the Yellowstone County Public Works Department (**See Condition #3**).

**3. Adequate access to the site is provided to serve the buildings for lease or rent.**

The developer is proposing to have two accesses to serve the project. One access will be located on the west side of the project off of 80<sup>th</sup> Street West. A secondary access, noted as an emergency access, is identified on the east side of the project off of Homewood Park Drive. The east access is for emergency access only and not for normal access to the development by renters or the owner. The west entrance also will be gated for security reasons, but be the main entrance for renters and the property owner to access the development. The developer will need to secure approach permits from the County for both approaches as both streets in this area are public. Staff is recommending a condition that ensures the Laurel Fire Department approves of the locking mechanisms for both gates to ensure emergency service responders may get into the development in a fire or other emergency (**See Condition #6**).

Since 80<sup>th</sup> Street Estates is paved where it terminates at the southwest corner of the proposed development, and Homewood Park Drive is also paved to the southeast corner

of the proposed development, Yellowstone County Public Works staff has recommended a condition that extension of both 80<sup>th</sup> Street West and Homewood Park Drive be paved across the property frontage of the proposed development (**See Condition #4**).

An RSID for maintenance of 80th Street West already exists in the area (RSID 796). This RSID should be expanded to cover the extended portion of the roadway and a new RSID for maintenance of the newly constructed portion of Homewood Park Drive also should be created after the road extension is completed (**See Condition #5**).

**4. Adequate emergency medical, fire protection, and law enforcement services are available to serve the buildings for lease or rent.**

The property is served by the Yellowstone County Sheriff and Laurel Volunteer Fire Department. The Sheriff did not provide any comments or concerns with the proposed project. The Laurel Fire Department provides fire and emergency medical services in its service area and would serve this development. A new 30,000 gallon underground dry hydrant system was installed at the southwest corner of the intersection of Monad Road and 80<sup>th</sup> Street West in 2016 and will provide water for firefighting for this development.

The new tank is about ¼ mile south of the proposed development. As noted in Section III above, staff is recommending a condition that ensures the Laurel Fire Department and Yellowstone County Sheriff approve of the locking mechanisms for both gates to ensure emergency service responders may get into the development in a fire or other emergency (**See Condition #6**).

**5. The buildings for lease or rent comply with any applicable floodplain regulations.**

The proposed development is not within any mapped floodplain or known flood hazard area in Yellowstone County and would not need to comply with floodplain regulations.

**FINANCIAL IMPACT:**

If the Board of County Commissioners approves this application and the project is developed, the County will see some increase in property tax value from the new development in this area of the County.

**RECOMMENDATION**

Staff recommends that the Yellowstone County Board of County Commissioners conditionally approve the Building for Lease or Rent Application for the 80th Street Work Shops and Storage project and adopt the Building for Lease or Rent Findings presented in the staff report.

**PROPOSED CONDITIONS OF APPROVAL**

Planning staff recommends the following conditions of approval:

1. To mitigate impacts to the human population in the area and the residential neighbors, any security lighting for the development along the south and east property boundaries must have full cut off shields so that light does not shine onto the neighboring properties.
2. To ensure adequate water and wastewater facilities are available to serve the development, the Montana Department of Environmental Quality must review and approve any wastewater and domestic water systems on the property.
3. To mitigate impacts to the physical environment and human population, and ensure the adequate

storm water facilities are constructed for the development, the Montana Department of Environmental Quality must review and approve of the storm water facilities for the site and a copy of the approved storm water plan must be provided to the Yellowstone County Public Works Department.

4. To ensure adequate access to the site is provided to serve the development and meet County Road Standards, the owner will pave the extensions of both 80<sup>th</sup> Street West and Homewood Park Drive across the property frontage of the proposed development.
5. To ensure adequate access to the site is provided and maintained to serve the development, the RSID for maintenance of 80th Street West that already exists (RSID 796) should be expanded to cover the extended portion of the roadway and a new RSID for maintenance of the newly constructed portion of Homewood Park Drive should be created after the road extension is completed.
6. To ensure that adequate emergency medical, fire protection, and law enforcement services are available to serve the development, the owner must ensure that the Laurel Fire Department and Yellowstone County Sheriff approve of the locking mechanisms for access gates to the property to ensure emergency service responders may get into the development in a fire or other emergency.

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## **Attachments**

Site Plan

Applicant Information and Exhibit

Aerial View

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Exhibit V

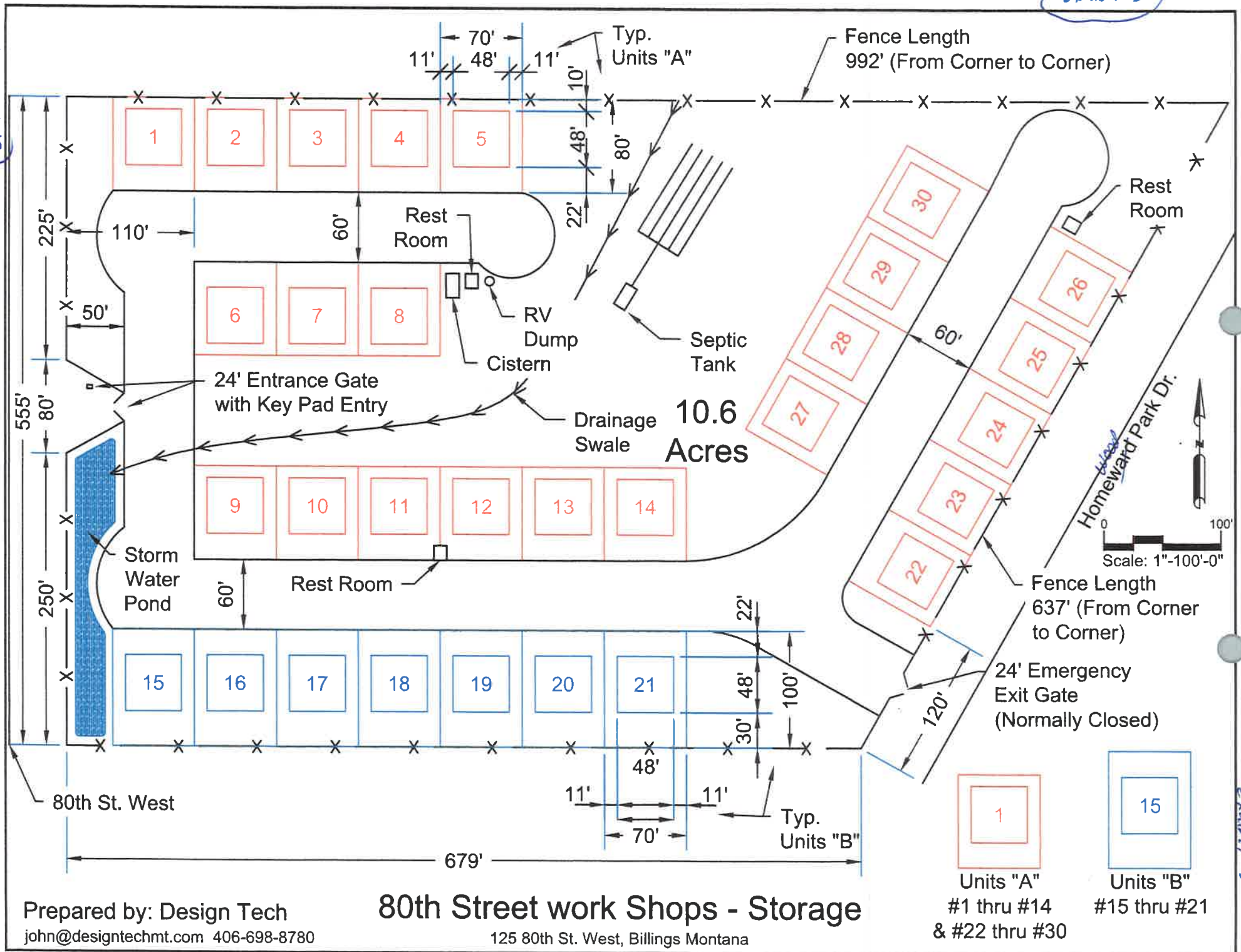


Exhibit D



Yellowstone County Planning

RE: Tract 3A-1 Application for Building for Lease or Rent

Attn: Mr. Wyeth Friday

August 29, 2016



1. Copy of Deed – Note: due to a completed survey amendment this tract 3 A is now Tract 3 A-1 (exhibit A)
2. Access to Tract 3 A-1 is from both 80<sup>th</sup> Street West and Homeward Park Rd. A copy of both approach permits are enclosed. (Exhibits B and C)
3. A site plan with Descriptions. (Exhibit D)
4. Descriptions of Proposal:
  - A. Water: 1 cistern to service 3 restrooms.
  - B. 1 Septic tank and leach field to service 3 restrooms and RV dump Station. Currently under application to D.E.Q. from Treasure State Engineering (Doug Strand P.E.) 406-860-9397

Note: individual Storage Buildings will not be serviced with water or septic.

- C. Storm Water complete with storm Water pond is currently under application to D.E.Q. from Treasure State Engineering (Doug Strand P.E.) 406-860-9397
- D. Yellowstone County Sheriff Department and Laurel Fire Department.
- E. Traffic Impact Study – 30 proposed Buildings at Standard Rate of 10 Trips per day falls below the mandatory 500 Threshold. No (TIS) is planned.
- F. A new (2016) Fire Dry Hydrant is in place just South of Tract 3-1 on 80<sup>th</sup> Street West. Please see area plat map. (exhibit E.)
- G. 2 letters from utility Companies (MDU gas and Y.V.E.C. power) stating their service is available to Tract 3 A-1 (Exhibits F and G)

Signed by

and

Date

8/29/16

Levi Britton (Owner)

Barbara L. Britton (Owner)

Note: Upon obtaining Addresses for Both Entrances (1 off 80<sup>th</sup> St., 125 80<sup>th</sup> St West, 1 off Home wood Park Rd, 150 S Home wood Park Rd like)  
It was determined that these portions of Both 80<sup>th</sup> St. west and Home wood Park Dr. are private Rds. thus Approach permits were not applicable.

Enclosed: Application Review Fee \$424.00 ck # 7943



Exhibit E

# WEST MEADOW

SITUATED IN THE N 1/2 OF  
YELLOWSTONE

PREPARED FOR: JERRY KRUSHENSKY  
PREPARED BY: ENGINEERING, INC.  
SCALE: 1" = 400'

4 lots sold

2

3

4



INDU GAS supply

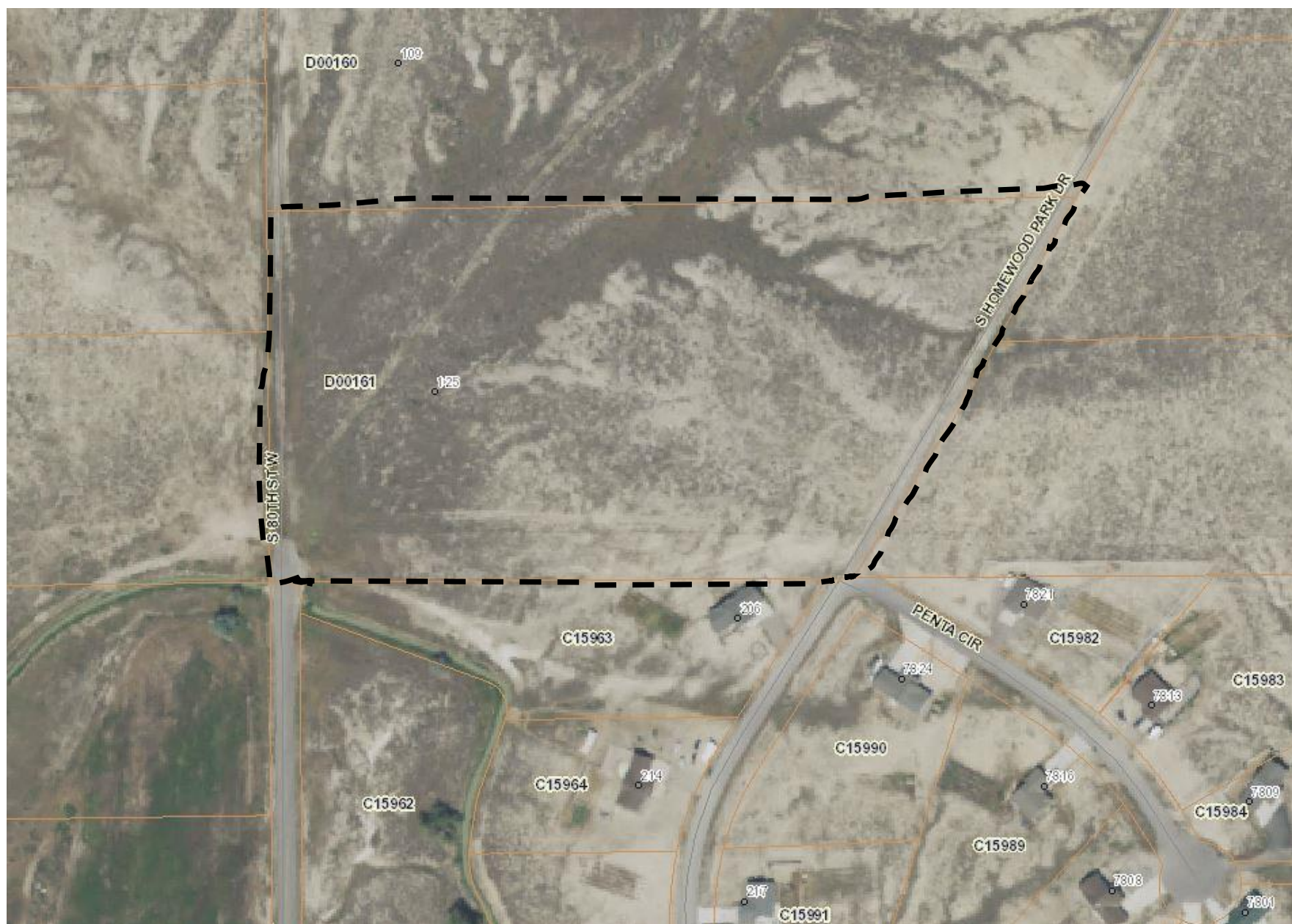
YEE Power supply

INDU GAS supply  
YEE Power supply

New (2016)  
Fire Dry Hydrant

NOTE: LOT 3 OF BLOCK 2, LOT 1 OF BLOCK 3, LOT 16 OF BLOCK 4, ARE EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL WHICH EXEMPTS "A PARCEL THAT HAS NO EXISTING FACILITIES FOR SOLID WASTE DISPOSAL, IF NO NEW FACILITIES WILL BE CONSTRUCTED





**B.O.C.C. Regular**

Agenda Item 4.

**Meeting Date:** 10/25/2016

**Title:**

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Presentation by State Attorney General Staff Regarding State Settlement with Crow Tribe

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

No Action Required

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**B.O.C.C. Regular**

Agenda Item 1. a.

**Meeting Date:** 10/25/2016

**Title:** New Wireless Tablet with Phone Connectivity for Weed Department

**Submitted For:** James Matteson, Purchasing Agent

**Submitted By:** James Matteson, Purchasing Agent

---

**TOPIC:**

Request to Expend from the Weed Department to Purchase a New Tablet with Wireless Phone Connectivity

**BACKGROUND:**

The Public Works Weed Department is requesting Commissioner Approval to purchase a new Tablet with wireless phone connectivity for the Weed department. The tablet will allow the inter-departmental communications with the GIS department to provide geographical information and coordinates within Yellowstone County. The cost of the tablet is \$99.99 and a monthly standard wireless phone charge. The cost will be covered with the Approved 2016/2017 Weed department telephone budget.

**RECOMMENDED ACTION:**

Approve the Request and forward a copy to the Purchasing Department

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**Attachments**

Weed Dept Tablet

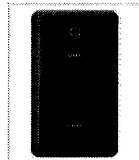
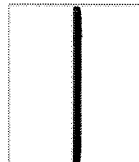
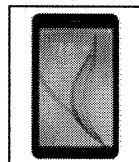
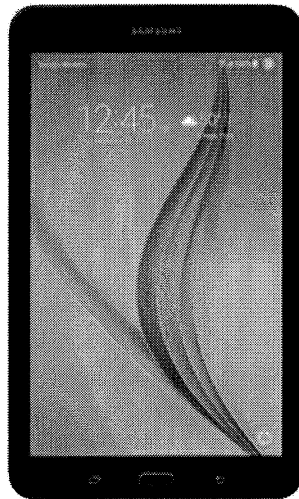
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[Devices](#)[Plans](#)[Features](#)[Accessories](#)[Checkout](#)[Back to All Devices \(/b2b/commerce/webflow/upperfunnel/browse/regular?execution=e1s3&\\_eventId=backToAllDevices&contractTerm=2\)](#)

## Samsung Galaxy Tab E (8.0)

★★★★★

SKU# SMT377VZKA



### Enhanced Portability for Everyday Business Use

Beautiful HD (WXGA) display, plus powerful quad-core processor for fast, fluid performance and immersive experience, packed with powerful productivity software to help boost business performance.

#### Multi Window

Divide the screen into two active "windows" creating a split screen that enables fluid multitasking between applications.

#### Ultra Power Saving Mode

Turns your screen to black and white and limits the number of usable apps prolonging your battery life.

### Payment Options

- **\$99.99 one time payment**>  
1Yr Contract Required

**SIM Card Type required 4G SIM Card**

Quantity

0

**Add to Cart**

ZOOM IN OUT RESET

[Device Details](#)[Features](#)[Accessories](#)[Capabilities](#)[Customer Reviews \(0\)](#)[Ask & Answer](#)

### Enhanced Portability for Everyday Business Use

Beautiful HD (WXGA) display, plus powerful quad-core processor for fast, fluid performance and immersive experience, packed with powerful productivity software to help boost business performance.

#### Multi Window

Divide the screen into two active "windows" creating a split screen that enables fluid multitasking between applications.

#### Ultra Power Saving Mode

Turns your screen to black and white and limits the number of usable apps prolonging your battery life.

#### Hancom Office

Access and edit Office documents typically used on a PC in a mobile environment.

#### Knox Defense Grade Security

Knox™ security and a separate personal and work partitioning container protects your sensitive data.

#### Enhanced Security

Offers security and compatibility enhancements for corporate use, such as on-device and SD card encryption and support for multiple MDM and VPN Solutions.

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#### DESIGN

- 8.0" WXGA sAMOLED (1280x800) TFT, PPI 189
- Full Touch Tablet

#### OPERATING SYSTEM

- Android Lollipop 5.1.1

#### CONNECTIVITY

#### SERVICES

- Preloaded Verizon Apps: Amazon (Amazon Kindle, Shopping, Amazon MP3, Appstore, Audible, IMDb), Verizon Cloud, VZ Navigator, VZ Messages, My Verizon, Mobile Hotspot, Set up Wizard
- Preloaded OEM Apps: Calculator, Calendar, Camera, Clock, Contacts, Email, Hancom Office

**B.O.C.C. Regular**

Agenda Item 1. b.

**Meeting Date:** 10/25/2016**Title:** LICENSE AGREEMENT-TRACKER SOFTWARE**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

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**TOPIC:**

Agreement with Tracker Software Corporation dba Pubworks for a License Agreement for Computer Software & Services for the Public Works Department

**BACKGROUND:**

The Public Works Department is requesting Commissioner approval to enter into a License Agreement with Tracker Software DBA Pubworks Software Corp. Public Works utilizes a software to aid in cost tracking, and cost breakdown of various County projects and equipment. The new software will replace an antiquated program currently in use. The purchase was anticipated for \$30,000.00 and included on their Approved FY 16/17 budget, however the cost quoted is \$30,250.00 but does include cost of the new software, installation, on-site training and 12 month customer support .

**RECOMMENDED ACTION:**

Approve the request and return a copy to the Purchasing Department

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**Attachments**

Tracker software License

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## PUBWORKS LICENSE AGREEMENT FOR COMPUTER SOFTWARE & SERVICES

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between Tracker Software Corporation, Inc., doing business as *PubWorks*, a Colorado Corporation, with a place of business at PO Box 6502, Snowmass Village, CO 81615 ("TSC") and the County of Yellowstone, a political subdivision of the State of Montana, 217 North 27<sup>th</sup> Street, Billings, MT 59101.

In consideration of the terms and conditions set forth in this Agreement, the parties agree as follows:

### 1. Nature of Agreement

The purpose of this Agreement is to specify the terms and conditions under which TSC shall provide a non-exclusive perpetual license for use of its computer software program (*PubWorks*) including installation, data conversion, training, and other services for the Yellowstone County Public Works Department for the duration of this Agreement.

### 2. Scope of Services

TSC shall provide its *PubWorks* application software and services for the Yellowstone County Public Works Department, as outlined in its written quotation dated August 26, 2016 and incorporated herein by reference.

#### 2.1 Software & Related Services

This agreement includes the following software modules:

*PubWorks* is sold as a perpetual site license exclusively for the Yellowstone Public Works Department, its divisions and employees, placing no limit on the number of clients or PCs on which the software is installed.

Module Description*	Quantity	Price	Total
Asset Management / Job Costing Core (SQL)	1	\$ 9,500	\$ 9,500
Work Orders & Service Requests Module	1	\$ 10,000	\$ 10,000
Fleet Maintenance Module	1	\$ 5,000	\$ 5,000
<b>Software Total</b>			<b>\$ 24,500</b>
D-Ware Data Conversion	8 hours	\$ 125/hour	\$ 1,000
Manager Plus Fleet Data Conversion	8 hours	\$ 125/hour	\$ 1,000
Onsite User Training	2 days	\$ 975/day	\$ 1,950
Instructor Travel (estimate)	3 Days	\$600/day	\$ 1,800
<b>Implementation Subtotal</b>			<b>\$ 5,750</b>
<b>Total Program Cost</b>			<b>\$ 30,250</b>

#### 2.2 Services

This agreement includes the software, installation, configuration, data conversion, set-up and two (2) total days of onsite user training.



## **PUBWORKS LICENSE AGREEMENT FOR COMPUTER SOFTWARE & SERVICES**

### **2.3 Software Support**

Software support is the correction of any "bug", or program error, which interferes with the correct running of the program. Software support assistance is available free of charge by phone, email, or Internet to help your program operator(s) handle those problems/issue for which they need assistance. Software support does not include new programming, restoration of data, additional onsite work, or hardware problems for which there would be a negotiated charge. Software support is available by phone, or via email during regular business hours – 6:00 a.m. to 5:00 p.m. - Monday through Friday, Mountain Time. Customer Support is provided by trained and experienced customer support representatives and/or system engineers.

### **2.4 Annual Software Maintenance and Support**

Ongoing customer support is provided free of charge for the first twelve months, and thereafter at a charge equal to 20% of the cost of software purchased. An active Support and Maintenance agreement entitles you to unlimited customer support, any program updates, new versions, and all enhancements at no additional charge. This annual fee may increase over time to reflect the increased cost of doing business as determined by the US BLS Consumer Price Index - U. If new modules are purchased during this agreement, the annual payment amount will increase by 20% of the cost of the new module. Based on the quote above, this comes to \$ 4,900 annually.

### **3. Payment**

Within 30 days from the date of execution of this Agreement and upon receipt of invoice Client agrees to pay to TSC the sum of \$24,500 for the software portion of this agreement. Within 30 days from the date of the software installation and the completion of the initial training sessions and upon receipt of invoice client agrees to pay the balance of \$ 5,750 plus any other mutually agreed upon charges.

### **4. Initial Term and Renewal**

This Agreement shall take effect upon its execution by both Parties and shall remain in force with automatic annual renewals on the anniversary date of this agreement contingent on the Client's payment of the Annual Support and Maintenance fee. Non-payment of the Annual Support and Maintenance fees will give TSC the right to terminate its support services. The Client shall have the right, by providing written notice, to TSC to terminate and cancel this agreement, without cause, upon 30 days written notice. In such event, the Client shall not be liable to TSC except for work performed or fees earned prior to such notice.

### **5. Miscellaneous**

(A) Unless otherwise agreed, the **PubWorks** software provided in this Agreement shall be licensed to the Client for use at any computer processing unit(s) or within a network system at the Client offices. Client shall not reproduce, modify, sell or transfer any such licensed software without the prior written permission of TSC. TSC warrants that it is the owner or is otherwise duly authorized to license software identified in this Agreement. TSC warrants for the term of this Agreement that any software installed or developed by it pursuant to this Agreement shall be free of any known defects and any such defects identified shall be promptly and corrected.

(B) Additional services may be provided by TSC provided that the Client agrees in advance, in writing, to the terms and conditions upon which the services will be provided.

## **PUBWORKS LICENSE AGREEMENT FOR COMPUTER SOFTWARE & SERVICES**

(C) Program modifications, other than changes necessary to make the programs, software and installation operate in accordance with the expectations of the Client and the representations of TSC, may be provided by TSC and the charges will be at the standard hourly rate. Client shall not be liable for payment for any such additional services unless the Client has consented thereto in writing prior to the provision of such service.

(D) TSC shall not assign, transfer, sell, release or otherwise disclose to any third party, or make use of the Client's data, records or other proprietary information that has been disclosed or made available to TSC in the course of performing its obligations under this agreement during the term of this agreement or at any time thereafter without the prior written consent of the Client thereto.

### **6. Governing Law**

This Agreement shall be interpreted under Montana law. The parties agree that any dispute governing the terms hereof may be resolved through mediation or arbitration in accordance with Illinois law, if acceptable to both parties. If any litigation is instituted to resolve any such dispute, it shall be brought only in court with appropriate jurisdiction located in Yellowstone County, Montana. In any such action, the prevailing party shall be entitled to costs if the mediator, arbitrator or judge determines that there was not a good faith or reasonable basis for the other party's position.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers, or agents, on the dates indicated below:

### **Tracker Software Corporation**

\_\_\_\_\_  
Peter D. Anzalone, President

Dated: \_\_\_\_\_

### **Yellowstone County**

\_\_\_\_\_  
Name & Title

Dated: \_\_\_\_\_

## Hardware and Resource Requirements

January 2016

**PubWorks** is a client/server application with the client running on any version of Microsoft Windows and the server running on any version of Microsoft SQL Server managing a database of 4-6 GB. The software can run on a physical server, in a virtualized environment, or web-hosted on a database in the Cloud.

### Workstation & Laptops

To effectively run PubWorks on your office PCs, the general rule-of-thumb is if you can run Windows (XP or any later version), you can run PubWorks.

We recommend:

- Windows 7, or Windows 10
- HD monitor with 1024x768 minimum resolution
- 250 GB hard drive
- 8 GB Ram
- 3 GHz processor

### Windows Server

PubWorks supports all versions from Windows Server 2003 to Windows Server 2012 R2

- We recommend MS SQL Windows 2012

### MS SQL Server

PubWorks provides exceptional performance in the SQL Server environment and is compatible with all versions of MS SQL Server 2005 through 2014 including all Express versions.

- We recommend MS SQL Server 2012, or MS SQL Server 2012 Express

### File Server Storage

Our recommended configuration also includes a networked file server to provide centralized storage for the program, report files and supporting documents used by the client application.

- Minimum storage requirement on the file server is 2 GB
- Optimal size of 8-10 GB depending on the number and size of attached documents.

## PubWorks Mobile

PubWorks Mobile is constructed to seamlessly interface, securely and in real-time, with the main PubWorks database which can be hosted on-site or in the cloud. PubWorks Mobile runs on Android and Apple smartphone and tablets.

### Versions supported:

- Android devices running Version 4.4 (Kit Kat) or later
- iOS devices running Version 7 or later
- We recommend Samsung Galaxy Tab 3, Tab 4 or Tab S tablets for Android
- We recommend iPad Mini, or iPad Air for Apple devices

## GIS Interface

PubWorks uses ESRI ArcGIS data for mapping and supports ArcGIS for Desktop releases 9.3 through 10.3.

- We recommend release 10.3

## ESRI Licenses

To run the **PubWorks** MapViewer on any given PC, an ESRI license must be installed on or accessible to that PC. PubWorks is designed to work minimally with ArcEngine, but any current license of ArcGIS Desktop can be used to meet the ESRI licensing requirements. If no license is available ArcEngine licenses must be purchased directly from ESRI\*.

- The current cost is \$500 each for a single use ArcEngine license and \$1,250 each for a concurrent (floating) ArcEngine license.
- The annual support is currently \$100 for a single use ArcEngine license and \$250 for a concurrent ArcEngine license.
- ESRI accepts payment via check or credit card.
- ESRI sales can be reached at 800-447-9778.

\*The ESRI prices and policies cited above are *to our best knowledge*. ESRI should be consulted for the latest information, policies and pricing available.

**B.O.C.C. Regular**

Agenda Item 1. c.

**Meeting Date:** 10/25/2016

**Title:** CONSENT TO CHANGE ORDER - HARDRIVES 2016 CHIP SEAL PROJECT

**Submitted For:** James Matteson, Purchasing Agent

**Submitted By:** James Matteson, Purchasing Agent

---

**TOPIC:**

The Public Works Department is Requesting Commissioner Approval for a Change Order #2 to the 2016 Chip Seal Project with Hardrives for Granite Park Subdivision

**BACKGROUND:**

The Public Works Department is requesting Commissioner approval for a change order to the 2016 Chip Seal Project.

Due to an unforeseen condition by parties to the Agreement, additional repair and chip seal in Granite Park Subdivision will add an additional \$ 1,426.00 to the existing contract of \$1,146,2633.75 bringing the 2016 Chip Seal Project to a total of \$1,147,689.75

**RECOMMENDED ACTION:**

Approve the Request and return a copy to the Purchasing Department

---

**Attachments**

HARDRIVES CHANGEORDER #2 CHIPSEAL 2016

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**CONTRACT CHANGE ORDER NO. 2,**  
**TO AGREEMENT BETWEEN**  
**YELLOWSTONE COUNTY AND HARDRIVES CONSTRUCTION**

Due to an unforeseen condition realized by the parties to the Agreement executed on March 8<sup>th</sup>, 2016, it is necessary to modify the Agreement by this Contract Change Order.

THEREFORE, it is hereby agreed by the parties that the following corrections shall be incorporated into the March 8<sup>th</sup>, 2016 Agreement:

Contract Change Order No. 2 – Item No. 1

Repair and Chip Seal and additional areas in Granite Park Subdivison

The addition of this work will add \$1,426.00 to the existing contract of \$1,146,263.75. The new revised total Agreement contract amount will be \$1,147,689.75

The rest and remainder of the terms and conditions of March 8<sup>th</sup>, 2016 Agreement shall remain in full force and effect and are not affected by this adjustment.

This adjustment will be effective October 25<sup>th</sup>, 2016.


OWNER:

Yellowstone County  
Billings, MT 59101

By: \_\_\_\_\_  
John Ostlund  
BOCC Chair

CONTRACTOR:

Hardrives Construction, Inc  
Billings, MT 59105

By:   
VP

Attest

\_\_\_\_\_  
Jeff Martin  
Clerk & Recorder

<b>CHANGE ORDERS</b>				
C2-1	771 – Granite Park Sub (CRACK SEAL) additional	L.S.	1.00	\$1,426.00
	<b>Total</b>			<b>\$1,426.00</b>

The above work items were not part of the original contract.

Some of this work was needed due to road base failures between the bid date and start of construction.

Funding will be provided from the various RSID's.

# Change Order

No. 2

Date of Issuance: 11 - Oct - 2016

Effective Date: 11 - Oct - 2016

Project: <u>2016 Public Works Chip Seal</u>	Owner: <u>Yellowstone County</u>	Owner's Contract No.: <u>N/A</u>
Contract: <u>Yellowstone County with Hardrives Construction, Inc.</u>	Date of Contract: <u>08 - Mar - 2016</u>	
Contractor: <u>Hardrives Construction, Inc.</u>	Engineer's Project No.: <u>N/A</u>	

## The Contract Documents are modified as follows upon execution of this Change Order:

### Description:

Add work in various RSID's and other roads (using Project Specifications)

### Attachments (list documents supporting change):

Change Order # 2

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,089,082.07

[Increase] [Decrease] from previously approved  
Change Orders No. 1 to No. 1:

\$57,181.68

Contract Price prior to this Change Order:

\$1,146,263.75

[Increase] [Decrease] of this Change Order:

\$1,426.00

Contract Price incorporating this Change Order:

\$1,147,689.75

### CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders  
No. n/a to No. n/a:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

### RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 10-11-16

Approved by Funding Agency (if applicable): \_\_\_\_\_

### ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

### ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 10/11/16

Date: \_\_\_\_\_



**CONTRACT CHANGE ORDER NO. 2,**  
**TO AGREEMENT BETWEEN**  
**YELLOWSTONE COUNTY AND HARDRIVES CONSTRUCTION**

Due to an unforeseen condition realized by the parties to the Agreement executed on March 8<sup>th</sup>, 2016, it is necessary to modify the Agreement by this Contract Change Order.

THEREFORE, it is hereby agreed by the parties that the following corrections shall be incorporated into the March 8<sup>th</sup>, 2016 Agreement:

Contract Change Order No. 2 – Item No. 1

Repair and Chip Seal and additional areas in Granite Park Subdivison

The addition of this work will add \$1,426.00 to the existing contract of \$1,146,263.75. The new revised total Agreement contract amount will be \$1,147,689.75

The rest and remainder of the terms and conditions of March 8<sup>th</sup>, 2016 Agreement shall remain in full force and effect and are not affected by this adjustment.

This adjustment will be effective October 25<sup>th</sup>, 2016.

OWNER:

Yellowstone County  
Billings, MT 59101

By: \_\_\_\_\_  
John Ostlund  
BOCC Chair

CONTRACTOR:

Hardrives Construction, Inc  
Billings, MT 59105

By: Jeff Resle  
VP

Attest

\_\_\_\_\_  
Jeff Martin  
Clerk & Recorder

**CONTRACT CHANGE ORDER NO. 2,**  
**TO AGREEMENT BETWEEN**  
**YELLOWSTONE COUNTY AND HARDRIVES CONSTRUCTION**

Due to an unforeseen condition realized by the parties to the Agreement executed on March 8<sup>th</sup>, 2016, it is necessary to modify the Agreement by this Contract Change Order.

THEREFORE, it is hereby agreed by the parties that the following corrections shall be incorporated into the March 8<sup>th</sup>, 2016 Agreement:

Contract Change Order No. 2 – Item No. 1

Repair and Chip Seal and additional areas in Granite Park Subdivison

The addition of this work will add \$1,426.00 to the existing contract of \$1,146,263.75. The new revised total Agreement contract amount will be \$1,147,689.75

The rest and remainder of the terms and conditions of March 8<sup>th</sup>, 2016 Agreement shall remain in full force and effect and are not affected by this adjustment.

This adjustment will be effective October 25<sup>th</sup>, 2016.

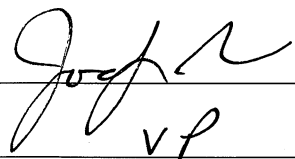
OWNER:

Yellowstone County  
Billings, MT 59101

CONTRACTOR:

Hardrives Construction, Inc  
Billings, MT 59105

By: \_\_\_\_\_  
John Ostlund  
BOCC Chair

By:   
v.p.

Attest

\_\_\_\_\_  
Jeff Martin  
Clerk & Recorder

**B.O.C.C. Regular**

Agenda Item 1. d.

**Meeting Date:** 10/25/2016

**Title:** CONSENT TO CHANGE ORDER - HARDRIVES CHIP SEAL  
HAZELNUT DRIVE

**Submitted For:** James Matteson, Purchasing Agent

**Submitted By:** James Matteson, Purchasing Agent

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**TOPIC:**

The Public Works Department is Requesting Commissioner Approval for a Change Order #1 with Hardrives to Repair & Chip Seal Hazelnut & Grassland Project for an Additional 10 Feet

**BACKGROUND:**

The Public Works Department is requesting Commissioner approval for a Change Order to the Repair & Chip Seal Hazelnut & Grassland Project. Due to an unforeseen condition by parties to the Agreement executed on August 23rd, 2016 it is necessary to modify the Agreement by Change Order. An additional 10 lineal feet - 240 sq ft (12 x 40 area) required on Hazelnut Drive

The addition of the work will add \$350.80 to the existing contract of \$10,854.61 for a bring the total of the Project to \$11,205.41

**RECOMMENDED ACTION:**

Approve the Request and return a copy to the Purchasing Department

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**Attachments**

HARDRIVES CHANGE ORDER HAZELNUT

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**CONTRACT CHANGE ORDER NO. 1,**  
**TO AGREEMENT BETWEEN**  
**YELLOWSTONE COUNTY AND HARDRIVES CONSTRUCTION**

Due to an unforeseen condition realized by the parties to the Agreement executed on August 23<sup>rd</sup>, 2016, it is necessary to modify the Agreement by this Contract Change Order.

THEREFORE, it is hereby agreed by the parties that the following corrections shall be incorporated into the August 23<sup>rd</sup>, 2016 Agreement:

Contract Change Order No. 1 – Item No. 1

Repair and Chip Seal and additional 10 lineal feet -240 sq ft (12 x 40 area) on  
Hazelnut Drive

The addition of this work will add \$350.80 to the existing contract of \$10,854.61. The new revised total Agreement contract amount will be \$11,205.41

The rest and remainder of the terms and conditions of August 23<sup>rd</sup>, 2016 Agreement shall remain in full force and effect and are not affected by this adjustment.

This adjustment will be effective October 25<sup>th</sup>, 2016.

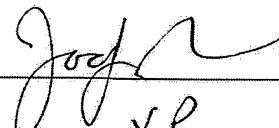
OWNER:

Yellowstone County  
Billings, MT 59101

By: \_\_\_\_\_  
John Ostlund  
BOCC Chair

CONTRACTOR:

Hardrives Construction, Inc  
Billings, MT 59105

By:   
vp

Attest

\_\_\_\_\_  
Jeff Martin  
Clerk & Recorder

To(OWNER): YELLOWSTONE COUNTY  
217 N 27TH ST  
BILLINGS, MT 59101

Project: HAZELNUT PATCHING

Application No: 1  
Invoice No: 4980  
Invoice Date: 9/19/2016

Page 2

From: HARDRIVES CONSTRUCTION, INC  
P.O. BOX 2535  
BILLINGS, MT 59103  
(406) 245-3128

Via(Architect/  
Engineer)

Terms:  
Due Date: 9/19/2016  
Period To: 9/19/2016  
Project No: 162053  
Contract Date: 8/25/2016

For:

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Current Units	Due This Request
1	Patch 24 x 150	1 LS	10,504.61	10,504.61	1	10,504.61	0.00	1	10,504.61
2	Addtl Patch	240 SF	2.92	700.80	240	700.80	0.00	240	700.80
				11,205.41		11,205.41	0.00	241.00	11,205.41

*George Crader*  
*Director*

PO Box 2535  
Billings, MT 59103  
Office • 406.245.3128  
Fax • 406.245.8834



PO Box 2986  
Watford City, ND 58854  
Office • 701.570.6409  
Fax • 406.245.8834

PAVING • GRADING • PAVEMENT MAINTENANCE • ASPHALT • CHIP SEAL • SEAL COAT • CRACK SEAL • SLURRY SEAL TYPE I-II-III

July 27, 2016

Hardrives Construction Inc will be quoting the following items:

Contract ID: Additional Chipping 2016 Yellowstone county Chip Seal Patching


					Included
1	Mobilization	1 LS	@		
2	Patching Hazelnut/ Grassland	1 LS	@	\$350.00	\$350.00
3	Patching Hazelnut street width 24 X 150	1 LS	@	\$10,504.61	\$10,504.61
<del>4</del>	<del>5233 Black Stone</del>	<del>1 LS</del>	<del>@</del>	<del>\$750.00</del>	<del>\$750.00</del>

10,854.61

Prices includes: all labor , wages, equipment, mobilization, GRT, taxes, and insurance in full compliance with the specifications.  
This quotation expires if not accepted in writing within thirty (30) days of this quotation.

Please be aware that Hardrives Construction Inc. is a Certified DBE by the MT Dept. of Transportation.

Respectively submitted

  
Jody Teske  
Estimator

Licensed • Bonded • Insured

WWW.HARDRIVES-ASPHALT.COM

hardrives@hardrives-asphalt.com

CERTIFIED DBE CONTRACTOR



OUR REPUTATION HAS BEEN BUILT ONE SATISFIED CLIENT AT A TIME

**B.O.C.C. Regular**

Agenda Item 1. e.

**Meeting Date:** 10/25/2016**Title:** CONSENT TO EXPEND - ADDITIONAL LAPTOP FOR THE  
DETENTION FACILITY**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

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**TOPIC:**

Request to Expend from the Detention Facility for an Additional Laptop Computer for Use by Correctional Health Partners

**BACKGROUND:**

The Detention Facility is Requesting Commissioner approval to Expend \$1,370.00 for an additional laptop computer for use by Correctional Health Partners, the new Health Care provider at the Detention Facility. On October 1st, 2016 a change in Health Care providers at Yellowstone County Detention Facility took place, and the previous provider owned all of the computers and printers which necessitated immediate replacement. It has been determined that an additional laptop computer is needed for continuing service. The purchase was not anticipated and is not on the Approved Capital Expenditures for FY 16/17.

**RECOMMENDED ACTION:**

Approve the Request and return a copy to the Purchasing Department

---

**Attachments**

DETENTION FACILITY LAPTOP RTE

---

**YELLOWSTONE COUNTY  
REQUEST TO EXPEND**

This form is to be completed for all capital outlay request (a single item costing \$500.00 or more with a useful life of at least one year). Please attach all pertinent paperwork with price quotes. If available, and forward to the Purchasing Department with a completed purchase requisition. The account numbers and budget balance lines must be completed by the requesting department. Please use the most recent budget report to obtain this information. This data will be verified by the Purchasing Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioners approval is required prior to placing the order.

Item(s) requested: DELL LAPTOP

Cost: \$1370.00

Other costs: \_\_\_\_\_

Less trade-in/discount: \_\_\_\_\_

Net cost of request: \$1370.00

Explanation of purchase: Additional Laptop Purchase for Correctional Health Partners - this was an unanticipated purchase

<u>SHERIFF</u>		<u>10/18/2016</u>
Department	Elected Official or Department Head	Date

**BUDGET INFORMATION**

Account Numbers: 2300-136-420200-940

Budget Balance: 43556.00

Is this a budgeted item? No

Finance Note: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMISSIONER ACTION**

Approved:        Yes        No

Tabled: \_\_\_\_\_


Date: \_\_\_\_\_

Votes:        Yes        No

Chairperson              

Member              

Member              

Purchasing Agent  \_\_\_\_\_ Date: 10-19-2016 \_\_\_\_\_



**B.O.C.C. Regular**

Agenda Item 1. f.

**Meeting Date:** 10/25/2016**Title:** REQUEST TO EXPEND TO RENEW SERVICE AGREEMENT WITH  
EMERSON POWER NETWORK/LIEBERT SERVICES**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

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**TOPIC:**

Request to Expend and Re-New a Service Agreement with Emerson Power / Liebert Services

**BACKGROUND:**

The I.T. Department is requesting Commissioner approval to renew the Service Agreement with Emerson Network Power / Liebert Services. Emerson Network Power is a provider of critical infrastructure technologies and life cycle services for information and communications technology systems. The Service Agreement covers Business Critical Services and Data Center Availability Assessments, and annual uninterruptible power supply battery inspection Service. The cost of the service was anticipated and included in their FY16/17 budget.

**RECOMMENDED ACTION:**

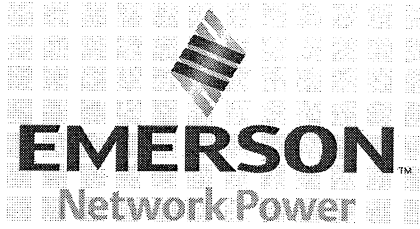
Approve the Request and return a copy to the Purchasing Department

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**Attachments**

EMERSON-LIEBERT SERVICE AGREEMENT

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# Proposal for Service

## Emerson Network Power | Liebert Services

Aug 3, 2016

Yellowstone County Court  
217 N. 27Th Street  
Billings, MT, 59101

Aug 3, 2016

Yellowstone County Court  
217 N. 27Th Street  
Billings, MT, 59101  
Q02500223

Phone: 4062562717  
Fax:  
Email:

Dear Steve Krogstad,

Thank you for your interest in Emerson Network Power, Liebert Services. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Emerson Network Power is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (406) 248-8373. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

TOM WRIGHT

Box 129  
Shipping: 2016 2nd Avenue N, 59101  
Billings, MT 59103

**PHONE** (406) 248-8373  
**FAX** (406) 248-8396  
**EMAIL** tomw@vemcoinc.com

Order Q02500223

**Liebert UPS / Power / Battery Services:**

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.

**Standard Maintenance Contracts :**

**Site #: 101697, Yellowstone County Court**

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1359728	NX 20-30 INTBAT	38SA030C0CHJ	1	PREFERRED (9/20/2016) - (9/19/2017)	\$3,501.98
1359729	SEALED BATTERY	38BP030RWJ1BNR	2	PREFERRED (9/20/2016) - (9/19/2017)	\$2,763.75

**Total price not including tax: \$6,265.73**

*any tax required must be included in customer purchase order*

**Payment Terms: Net 30 Days**

## STATIONARY BATTERY SYSTEMS VRLA (SEALED) BATTERY SCOPE OF WORK

### PREFERRED SERVICE (2)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes 100% corrective labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii. Does not include labor for full-string replacement.
- Includes access to Liebert Services Customer Services Network On-Line Internet portal.
- Includes battery recycling as required, with documentation meeting EPA requirements.
- Performed by Liebert factory trained Battery Specialist or Customer Engineers.
- Preventive Maintenance Service scheduled by the customer at the customer's convenience (excluding national holidays).
- Single Jar Replacement Service for Lead Acid Batteries: Includes freight, labor, disposal and batteries. Subject to limitations as stated below.
- For 3-Phase UPS customers, includes one Semi-Annual and one Annual PM.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

### SERVICE PERFORMED

**\*\*During the initial PM visit, an Annual Service PM must be performed\*\***

#### **Semi-Annual Service**

Inspect the appearance and cleanliness of the battery and the battery room. Clean normal jar top dirt accumulation (to be done only with battery off line).

Measure and record the total battery float voltage and charging current.

Measure and record the overall AC ripple voltage.

Measure and record the overall AC ripple current.

Visually inspect the jars and covers for cracks and leakage.

Visually inspect for evidence of corrosion.

Measure and record the ambient temperature.

Verify the integrity of the battery rack/cabinet.

Measure and record 100% of the jar temperatures.

Measure and record the float voltage of all jars.

Measure and record all internal ohmic readings.

Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

**Annual Service Includes the Above, Plus**

Re-tighten all battery connections to the battery manufacturer's specifications, if required. Refer to the manufacturer's literature to determine if re-tightening is required.  
Measure and record all battery connection resistances in micro-ohms, when applicable.

**Corrective Maintenance Performed as Required**

Refurbish cell connections as deemed necessary by the detailed inspection report.

**Conditions for Single Jar Replacement Service for Lead Acid Batteries**

The Customer is covered by an Essential or Preferred Contract.

The battery string is in overall good health as determined by Liebert Services; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.

Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Liebert Services.

Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

Subject to Liebert Services Single Jar Replacement for Lead Acid Batteries Guidelines.

## UNINTERRUPTIBLE POWER SYSTEMS NX MODELS WITH INTERNAL BATTERIES SCOPE OF WORK

### PREFERRED SERVICE (1)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes 100% parts coverage (excluding air filters and proactive full bank capacitor replacement, and fan replacement).
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Includes battery recycling as required, with documentation meeting EPA requirements.
- Includes one Annual Preventive Maintenance Service on the Liebert UPS and Liebert internal battery cabinet scheduled by the customer at the customer's convenience (excluding national holidays).
- Includes parts, labor and battery jars as required - up to 10% of the battery string per year (not accumulated over contract term).
- Performed by Liebert factory trained Customer Engineers
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

### SERVICE PERFORMED

#### UPS Full Preventive Maintenance Service

##### **Annual Service**

Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.

Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.

Check air filters for cleanliness. (if applicable)

Check rectifier and inverter snubber boards for discoloration.

Check power capacitors for swelling or leaking oil. (if applicable)

Check for DC capacitor vent caps that have extruded more than 1/8". (if applicable)

Record all voltage and current meter readings on the module control cabinet or the system control cabinet.

Measure and record harmonic trap filter currents. (if applicable)

Check the inverter and rectifier snubbers for burned or broken wires.

Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.

Check fuses on the DC capacitor deck for continuity (if applicable).

With customer approval, perform operational test of the system including unit transfer and battery discharge.

Calibrate and record all electronics to system specifications.

Check or perform Engineering Field Change Notices (FCN) as necessary.

Measure and record all low-voltage power supply levels.

Record phase-to-phase input voltage and currents.

Review system performance with customer to address any questions and to schedule any repairs.

## **Battery Full Preventive Maintenance Service**

### ***Annual Service***

Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).

Measure and record the total battery float voltage and charging current.

Measure and record overall AC ripple current.

Measure and record overall AC ripple voltage.

Visually inspect the jars and covers for cracks and leakage.

Visually inspect for evidence of corrosion.

Measure and record the ambient temperature.

Verify the condition of the ventilation equipment, if applicable.

Verify the integrity of the battery rack/cabinet.

Measure and record 100% of the cell temperatures.

Measure and record the float voltage of all cells.

Measure and record all internal impedance readings.

Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

Re-tighten all battery connections to the battery manufacturer's specifications, offline only.

## **Corrective Maintenance Performed as Required**

Refurbish cell connections as deemed necessary by the detailed inspection report.

**Note1: Customer should check air filters monthly for cleanliness and replace as necessary.**

**Note2: Preventive Maintenance usually requires a shutdown to ensure electrical connection integrity.**

**Note3: All battery checks are recorded through the LDI reporting system. Only visual battery inspection and total battery voltages are to be recorded on the UPS E-form. The full battery maintenance inspection will be conducted through LDI.**

**Note4: Above maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.**



## UNINTERRUPTIBLE POWER SYSTEMS ALL 3-PHASE MODELS SCOPE OF WORK

### PREFERRED SERVICE (1)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 100% parts coverage (excluding batteries, air filters, and proactive full bank capacitor and fan replacement)
- Includes 1-800-LIEBERT Customer Response Center.
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Includes one Annual Preventive Maintenance visit scheduled by the customer at the customer's convenience (excluding national holidays).
- Performed by Liebert factory trained Customer Engineers
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

### SERVICE PERFORMED

#### **UPS Full Preventive Maintenance Service**

##### ***Annual Service***

Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.

Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.

Check air filters for cleanliness. (if applicable)

Check rectifier and inverter snubber boards for discoloration.

Check power capacitors for swelling or leaking oil. (if applicable)

Check for DC capacitor vent caps that have extruded more than 1/8". (if applicable)

Record all voltage and current meter readings on the module control cabinet or the system control cabinet.

Measure and record harmonic trap filter currents. (if applicable)

Check the inverter and rectifier snubbers for burned or broken wires.

Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.

Check fuses on the DC capacitor deck for continuity (if applicable).

With customer approval, perform operational test of the system including unit transfer and battery discharge.

Calibrate and record all electronics to system specifications.

Check or perform Engineering Field Change Notices (FCN) as necessary.

Measure and record all low-voltage power supply levels.

Record phase-to-phase input voltage and currents.

Review system performance with customer to address any questions and to schedule any repairs.

**Battery Inspection Service - Performed During the Annual PM Service.**

Check integrity of battery cabinet (if applicable).

Visual inspection of the battery cabinet and/or room to include:

Check for NO-OX grease or oil on all connections (if applicable).

Check battery jars for proper liquid level (if flooded cells).

Check for corrosion on all the terminals and cables.

Examine the physical cleanliness of the battery room and jars.

Measure and record DC bus ripple voltage (if applicable).

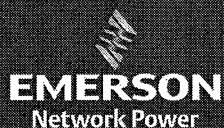
Measure and record total battery float voltage.

**Note1: Preventive Maintenance usually requires a shutdown to ensure electrical connection integrity.**

**Note2: Customer should check air filters monthly for cleanliness and replace as necessary.**

**Note3: Above maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.**

**Note4: The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.**



# Proposal for Service

Order Number: Q02500223

Purchase Order must be assigned to:  
Emerson Network Power, Liebert Services, Inc.  
610 Executive Campus Dr  
Westerville OH 43082

Payment remittance address:  
Emerson Network Power, Liebert Services, Inc.  
PO Box 70474  
Chicago, IL 60673

FID# 43-1798453

PO should be e-mailed or faxed with signed proposal to:  
Emerson Network Power, Liebert Services, c/o TOM WRIGHT  
Attn: TOM WRIGHT  
Email: tomw@vemcoinc.com  
Fax: (406) 248-8396

Please complete the following information (All fields are required):

Purchase Order Number: \_\_\_\_\_ Purchase Order attached: ☐ Yes ☐ No

If PO **NOT** attached, please specify reason: \_\_\_\_\_

Invoice Delivery Method: ☐ Web Billing (Attach Instructions) ☐ Mail ☐ Other \_\_\_\_\_

☐ Accounts Payable Email \_\_\_\_\_@\_\_\_\_\_

Billing Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bill-To Company Name: \_\_\_\_\_ Bill-To Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Bill-To City, ST Zip: \_\_\_\_\_

Tax Exempt: ☐ Yes (Attach tax exempt certificate) ☐ No

Site Services/IT Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

## \*\* COVERAGE DETAILS \*\*

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty(30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 45 days from the date of this Proposal unless otherwise noted. By acceptance of this Proposal, Buyer expressly manifests its assent to the Terms and Conditions of this Proposal, and agrees that if any provision of Buyer's Order or other document or communication from Buyer is inconsistent with any provision of these Terms and Conditions, regardless of the order or timing of the exchange of such document or communication, these Terms and Conditions shall prevail.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

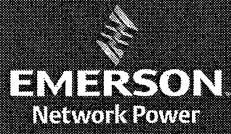
Proposed By:

Accepted By:

\_\_\_\_\_  
TOM WRIGHT Date

\_\_\_\_\_  
Buyer Signature Required Date

\_\_\_\_\_



# Proposal for Service

Printed Name

Title

Phone

## SERVICES TERMS AND CONDITIONS

Emerson Network Power Liebert Services, Inc. (f/k/a Liebert Global Services, Inc.) is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

**1. PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

**2. TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

**3. TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future performance of Services or provision of Parts. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue performance of Services and provision of Parts. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

**4. SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. If the provision of Services or shipment of the Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Unless otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

**5. LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

**6. LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

**SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.**

**BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.** The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss of damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

**7. INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. **Automobile Liability** insurance includes Contractual Liability, but no special endorsements. **Additional information related to the insurance coverage provided by Seller can be found at [www.marsh.com/moi?client=0900](http://www.marsh.com/moi?client=0900).**

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

**8. EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, including, without limitation, those specified in Section 19; or any events or causes beyond Seller's reasonable control. Performance of Services and deliveries of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of

any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

**9. CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

**10. CHANGES:** Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

**11. NUCLEAR/MEDICAL:** SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

**12. ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

**13. INSPECTION:** Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

**14. BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following: a) any Services not specified in Seller's quotation, Seller's acknowledgment, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

**15. DRAWINGS:** Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

**16. EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.

**17. NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year after the last provision of Services.

**18. GENERAL PROVISIONS:** These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the county of Franklin, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

**19. ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform Services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

**20. INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damages or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

**B.O.C.C. Regular**

Agenda Item 1. g.

**Meeting Date:** 10/25/2016

**Title:** CONSENT FOR MAINTENANCE AGREEMENT FOR BACKUP GENERATORS

**Submitted For:** James Matteson, Purchasing Agent

**Submitted By:** James Matteson, Purchasing Agent

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**TOPIC:**

Planned Maintenance Agreement with Cummins Diesel for Annual Maintenance for Backup Generators at the Greeno, Pompeys Pillar and Skyview Sites

**BACKGROUND:**

The DES Department is requesting Commissioner approval to enter into a auto-renewable maintenance agreement with Cummins Diesel for maintenance on the back up generators at the Greeno, Pompeys Pillar, and Skyview sites. Having a planned maintenance program improves system reliability, and creates a documented service record. The cost of an annual agreement is \$3,227.45 and will be covered under the Repair & Maintenance DES budget for FY 16/17

**RECOMMENDED ACTION:**

Approve the Request and return a copy to the Purchasing Department

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**Attachments**

DES MAINTENANCE AGREEMENT

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10/19/2016

Yellowstone County DES  
P O Box 35004  
Billings, MT 59107  
RE: Planned Maintenance Proposal

Attn: Brad Shoemaker

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

#### Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

*Andy York*

Andy York  
PM Sales  
Office: (406) 245-4194  
Cell: (406) 690-4098  
Email: Andy.York@Cummins.com



Cummins Rocky Mountain LLC  
5151 Midland Road  
Billings, MT 59101  
Phone: (406) 245-4194  
Fax: 406-245-7923

### PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Yellowstone County DES P O Box 35004 Billings, MT 59107 Customer #: 6336255 Payment Type: Pay As You Go	Name: Brad Shoemaker Phone: (406) 208-0506 Cell: Fax: E-mail: bshoemaker@co.yellowstone.mt.gov	Quote Date: 10/19/2016 Quote Expires: 12/18/2016 Quote ID: QT-155 Quoted By: Andy York Quote Term: 1 Year

#### Site Name:Greeno

(Pricehill Road & Duckcreek Road Laurel MT 59044)

Unit	Greeno Backup	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Name:	Generator						
Make:	Cummins	1	November	Full Service	1	\$554.29	\$554.29
Model:	GGHE	1	November	Loadbank (1 Hrs)	1	\$346.70	\$346.70
S/N:	J090038306	1	November	Battery	1	\$170.61	\$170.61
Size:	60kW						
ATS Qty:	1	Year 1 Total:\$1,071.60					

The following riders are included for this unit on this quote:  
With Full Service: Env Fee PG, Service Supplies PG

#### Site Name:Pompei's Pillar

(7 Mile Flat Road & Castle Butte Road Worden MT 59088)

Unit	Pompeys Pillar Backup	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Name:	Generator	1	November	Full Service	1	\$646.69	\$646.69
Make:	Generac	1	November	Loadbank (1 Hrs)	1	\$346.70	\$346.70
Model:	SG60	1	November	Battery	1	\$170.61	\$170.61
S/N:	N/A						
Size:	60kW						
ATS Qty:	1						
						Year 1 Total:\$1,164.00	

The following riders are included for this unit on this quote:  
With Full Service: Env Fee PG, Service Supplies PG

#### Site Name:Skyview

(Wicks Lane & High Sierra Blvd Billings MT 59105)

Unit	Skyview Backup	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Name:	Generator	1	November	Full Service	1	\$474.55	\$474.55
Make:	Cummins	1	November	Loadbank (1 Hrs)	1	\$346.70	\$346.70
Model:	GGHE	1	November	Battery	1	\$170.61	\$170.61
S/N:	L120430545						
Size:	60kW						
ATS Qty:	1						
						Year 1 Total:\$991.86	

The following riders are included for this unit on this quote:  
With Full Service: Env Fee PG, Service Supplies PG

Year 1 Total:\* \$3,227.45

Total Agreement Amount:\* \$3,227.45

\*Quote does not include applicable taxes





Cummins Rocky Mountain LLC  
5151 Midland Road  
Billings, MT 59101  
Phone: (406) 245-4194

### PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Yellowstone County DES	Name: Brad Shoemaker	Quote Date: 10/19/2016
P O Box 35004	Phone: (406) 208-0506	Quote Expires: 12/18/2016
Billings, MT 59107	Cell:	Quote ID: QT-155
Customer #: 6336255	Fax:	Quoted By: Andy York
Payment Type: Pay As You Go	E-mail: bshoemaker@co.yellowstone.mt.gov	Quote Term: 1 Year

Total Agreement Amount:\*

**\$3,227.45**

*\*Quote does not include applicable taxes*

**Total Agreement Amount Does Not Include Applicable Taxes. Please call (303) 927-2286 for invoice total prior to sending payment.**

**Selection Required for Load Bank Test**

Readings will be taken every 15 minutes, unless otherwise specified.

\*If no selection is made, we will perform this option by default

☐ \*80% of the EPS nameplate kW rating for 1 continuous hour

☐ Other – Please Specify \_\_\_\_\_

Please return signed agreement to:  
**Cummins Rocky Mountain LLC**  
8211 East 96th Ave  
Henderson, CO 80640

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

**Customer Approval (Quote ID QT-155)**

**Cummins Rocky Mountain LLC Approval**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

*Please return this sheet only.*

# PLANNED EQUIPMENT MAINTENANCE AGREEMENT TERMS AND CONDITIONS

This Agreement, when accepted by you and approved by a Cummins Rocky Mountain, LLC (the "Company") authorized representative, will constitute the entire exclusive agreement between us for the services. All prior oral or written understandings are superseded by this agreement. The parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. This Agreement may not be amended unless agreed to in writing by an authorized representative of the Company.

## Scope of Services

The Company shall perform maintenance on the equipment listed on the front side of this Agreement. The scope of these maintenance services is more fully described in the "Scope of Services". No other work, materials or activities are included in this agreement unless agreed to in supplemental documentation.

## Agreement Term

This Agreement shall remain in force for the term noted on the Planned Maintenance Agreement pricing sheet unless either party gives to the other party at least thirty (30) days written notice of termination, which notice shall cause the termination of this Agreement at the end of the thirty (30) day period.

## Coverage and Limitations

For ninety (90) days after the date of service, CRM agrees to correct, either by repair or replacement, any defects of material or workmanship installed or performed by CRM under this Agreement which may develop under normal and proper use. To be effective, Owner must first give written notice within forty-eight (48) hours of Owner's discovery of such defect, and Owner's claim of defect must be substantiated by CRM inspection. Repair or replacement by CRM shall constitute Owner's sole remedy. CRM shall not be responsible for incidental, special or consequential damages, nor shall it be liable for economic loss. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. The company is not responsible for any expenses for damaged, including material or labor, to repair damage caused by abuse, accident, theft, acts of third party, operation of equipment in a manner outside of the operations recommendation of the Company for such equipment, or force of nature, or if repairs or servicing are performed by a party other than the Company. The Company shall not be responsible for failure to render service or repairs for causes beyond its control, including strikes and labor disputes.

## Payment Terms

Payment terms are net 30 days from date of invoice.

## Jobsite Safety

CRM shall take all precautions it deems reasonably necessary for jobsite safety of its employees or agents, and shall provide all reasonable protection necessary to prevent damage, injury or loss at the jobsite by its employees or agents. Upon Owner's request, CRM will submit insurance certificates evidencing insurance coverage. While service work is being performed, CRM reserves the right to request the continuous presence of an Owner's representative when CRM deems this to be required. CRM technicians will perform a Job Site Safety Analysis and may ask for assistance to remedy any unsafe conditions. CRM reserves the right to discontinue service if unsafe conditions persist.

## General

You represent that you own the equipment subject to this Agreement, or, if you are not the owner, that you have the authority to enter into this Agreement.

Any notice or other communication given hereunder shall be in writing and mailed to address shown on this Agreement. Any such notice shall be deemed given when deposited in the United States mail. Any notices to be provided to the Company shall be mailed to:

Cummins Rocky Mountain, LLC  
Attn: PEM Administration Group  
8211 East 96th Avenue  
Henderson, CO 80640

3. This Agreement shall be deemed to have been entered into and shall be construed in accordance with the laws of the state of where the property is located.

## Additional Services and Repairs

Any additional repairs, parts or services which are required will be brought to the attention of the owner. Repairs bill only be made after proper authorization from the owner is given to Cummins Rocky Mountain LLC. Any additional repairs, maintenance or service performed by Cummins Rocky Mountain LLC for a Planned Equipment Maintenance Agreement holder will be at current Cummins Rocky Mountain LLC rates in effect at that time.

Rev August 2014





## Power Generation Systems Generator & Transfer Switch Planned Maintenance

### INSPECTION

(Monthly, Quarterly, or One-Time Per Year)

#### Battery & Battery Charger System

- Check battery charger functions
- Cable connections, termination cleanliness & security
- Check electrolyte level, vent caps of all cells in the starting batteries
- Load test batteries

#### Fuel System

- Inspect main tank/day tank fuel level
- Inspect day tank controls & pumps, test operate day tank controls (where available)
- Inspect all fuel hoses, clamps, pipes, components, filters & fittings
- Inspect governor linkage
- Visually inspect rupture/containment basin
- Water in fuel test base tank and/or day tanks
- Optional: fuel sample for laboratory analysis

#### Engine Cooling System

- Inspect all hoses & clamps for leaks, coolant level & condition
- Inspect radiator cap & filler neck condition
- Inspect drive belts, observe alignment & deflection
- Check coolant heater operations
- Utilize DCA test strip to record coolant properties
- Inspect radiator surfaces, coils, tanks, shrouds & barriers for condition & obstructions
- Visually inspect low temperature after cooler
- Optional: coolant sampling for laboratory analysis

### FULL SERVICE

(Includes All Inspection Items)

#### Operational & Functional Review of Generator Critical Components

- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives, lovejoy & other connecting hardware

#### Lubrication Oil & Filtration Service

- Change engine lubrication oil, governor oil, & oil bath air filter oil, if applicable
- Change primary lubrication & bypass filters
- Change fuel filters
- Post lube service operation of genset (unloaded) at rated temperature
- Optional: oil sample for laboratory analysis
- If applicable, change coolant filters to adjust DCA concentration

#### Engine Lubrication System

- Inspect lubrication system (visually check oil level and condition, check filter condition)
- Inspect crankcase ventilation system

#### Intake/Exhaust System

- Inspect air cleaner element & entire intake system
- Inspect exhaust system & rain cap
- Inspect louver operations

#### Generator Controls & Power Connections

- Visually inspect all engine mounted wiring, senders & devices
- Visually inspect all unit mounted control components & wiring
- Test all lights & indicators
- Visually inspect breaker, power connections, governor & voltage regulator

#### Generator Operations

- Start & observe generator engine operation
- Verify engine & generator safeties for proper operation
- System transfer test, or no-load run test

#### Automatic Transfer Switch

(Paralleling Switchgear, Bypass Switchgear, Manual Transfer Switches)

- Visually inspect all power & control wiring
- Visually inspect switch mechanism & enclosure
- Visually inspect controls & time delay settings
- Verify function of exercise clock
- Conduct transfer testing (owner's discretion) to verify switch setting & operations

Other Services Available: Load bank testing, fuel polishing, custom upgrades & generator set rentals  
All services can be customized to your application and requirements.

**B.O.C.C. Regular**

Agenda Item 2. a.

**Meeting Date:** 10/25/2016

**Title:** Board Openings on 10/25/16

**Submitted By:** Paulette Turner-Byrd

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**TOPIC:**

Board Openings - Huntley Project Fire Service Area; Lockwood Pedestrian Safety District Advisory

**BACKGROUND:**

New board openings

**RECOMMENDED ACTION:**

Approve for posting

---

**Attachments**

Board Openings 10/25/16

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# YELLOWSTONE COUNTY BOARD OPENINGS

October 25, 2016

HUNTLEY PROJECT FIRE SERVICE AREA	3 year	1 full to 6/30/19
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- NOTE: To be eligible for the above special district board, applicants must live OR own property within the boundaries of the district.

LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	1 year	2 full to 12/31/16
--	--------	--------------------

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED  
UNTIL 5:00 P.M. ON FRIDAY, NOVEMBER 25, 2016

October 18, 2016

BICYCLE & PEDESTRIAN ADVISORY	3 year	2 full to 12/31/18
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- NOTE: To be eligible for the above board, applicants must live outside the incorporated limits of the City of Billings.

CITY/COUNTY PLANNING: DIST 3	2 year	1 full to 12/31/18
CITY/COUNTY PLANNING: DIST 4	2 year	1 full to 12/31/18
CITY/COUNTY PLANNING: DIST 6	2 year	1 partial to 12/31/17

- NOTE: To be eligible for the above special district boards, applicants must live AND own property within the boundaries of the district. To find which planning district you live in, please contact the City/County Planning Division at 247-8676.

BLUE CREEK FIRE SERVICE AREA	3 year	2 full to 5/08/19
HUNTLEY PROJECT FIRE SERVICE AREA	3 year	1 full to 6/30/19
LAUREL FIRE DISTRICT #7	3 year	1 full to 12/31/17 2 full to 12/31/18 2 full to 12/31/19
LAUREL URBAN FIRE SERVICE AREA	3 year	2 full to 6/30/19

- NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

BOARD OF ADJUSTMENT	2 year	1 full to 12/31/18
ZONING COMMISSION	2 year	1 full to 6/30/18

- NOTE: Eligible applicants for the above boards must live outside of the limits of the City of Billings, but within the 4-1/2 mile zoning boundary. For further information, please contact Nicole Cromwell, Zoning Coordinator, at 657-8246.

YOUTH SERVICES CENTER	2 year	1 full to 12/31/18
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APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED  
UNTIL 5:00 P.M. ON THURSDAY, NOVEMBER 17, 2016

Applications can be picked up in Room 403 of the County Courthouse, downloaded from our website at [www.co.yellowstone.mt.gov](http://www.co.yellowstone.mt.gov) under the Commissioners page, or call 256-2701 to have an application mailed to you. For a contact name for further information about a board you are interested in, please contact us at 256-2701.

All applications should be returned to: **Board of County Commissioners**  
**P.O. Box 35000**  
**Billings, MT 59107-5000**

**B.O.C.C. Regular**

Agenda Item 2. b.

**Meeting Date:** 10/25/2016

**Title:** Board Reappt - Norman Miller

**Submitted By:** Paulette Turner-Byrd

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**TOPIC:**

Board Reappointment - Norman Miller to Weed Control Board

**BACKGROUND:**

Norman has reapplied to remain on the board

**RECOMMENDED ACTION:**

Approve reappointment

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**Attachments**

Norman Miller

---

# *Yellowstone County*



**COMMISSIONERS**  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
[commission@co.yellowstone.mt.gov](mailto:commission@co.yellowstone.mt.gov)

October 25, 2016

Mr. Norman Miller  
4507 Palisades Park Dr.  
Billings, MT 59106

RE: Re-appointment to the Weed Control Board

Dear Mr. Miller,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be from January 1, 2017 to December 31, 2019.

We wish to take this opportunity to thank you in advance for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chairman

James E. Reno, Member

Robyn Driscoll, Member

BOCC/ptb

c: Board File - Clerk & Recorder

Mr. Joe Lockwood, Weed Control Supt., 3319 King Ave. E., Billings, MT 59101



OCT 30 2013

*renew app 10/12/16*

BOARD APPLICATION FORM  
YELLOWSTONE COUNTY, MONTANA

NAME: NORMAN F. MIKHAEL HOME PHONE: (406) 651-9260

ADDRESS: 4507 PARKADES PARK DR. WORK PHONE: " " "

CITY: BILLINGS STATE: MT ZIP: 59106

BUSINESS OR JOB: REAL ESTATE

E-MAIL ADDRESS: NLM2000@YAHOO.COM

BOARD OR COMMISSION APPLIED FOR: WEED CONTROL BOARD

Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

SEE ATTACHMENT

Why do you wish to serve on this Board or Commission?

SEE ATTACHMENT

Additional information that you feel is pertinent (attach additional sheets if needed):

SEE ATTACHMENT

Norman F. Mikhael  
Signature

10/28/13  
Date

Return application to: Board of County Commissioners  
P.O. Box 35000  
Billings, MT 59107-5000

OFFICE USE ONLY:

APPOINTED: YES ☒ NO ☐ DATE 10/25/16

TERM EXPIRATION DATE: 12/31/16

(Circle one)

ORIGINAL APPOINTMENT REAPPOINTMENT

TERM NO: 8



County Weed Board Application  
Attachment

I. Please describe your experience or background that you believe qualifies you for service on this Board or Commission.

I have served on the Weed Board for five consecutive terms and over the years gained experience allowing me to be an effective Board member. Currently, I am the Weed Board Chairman.

II. Why do you wish to serve on this Board or Commission?

As the current Board Chairman, I would like to see the Board's efforts in writing a new County Weed Plan and Cooperative Agreements and Noxious Weed plans between Laurel and Broadview and Yellowstone County completed. Additionally, I want to assist the County Weed Coordinator in building an education component to the County weed control plan. Specifically, by facilitating his efforts to insert a weed control module into the Montana Realtors education/certification curriculum.

III. Additional information.

As a ranch owner, I have a keen interest in rangeland improvement, specifically controlling noxious weeds.

**B.O.C.C. Regular**

Agenda Item 2. c.

**Meeting Date:** 10/25/2016

**Title:** Board Reapptmt - Troy Boucher

**Submitted By:** Paulette Turner-Byrd

---

**TOPIC:**

Board Reappointment - Troy Boucher to C/C Planning Board - District 1

**BACKGROUND:**

Troy has reapplied to remain on the board

**RECOMMENDED ACTION:**

Approve reappointment

---

**Attachments**

Troy Boucher reapptmt

---

# *Yellowstone County*



**COMMISSIONERS**  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
commission@co.yellowstone.mt.gov

October 25, 2016

Mr. Troy Boucher  
3149 Conestoga Way  
Billings, MT 59105

RE: Re-appointment to the C/C Planning Board – District 1

Dear Mr. Boucher,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be from January 1, 2017 to December 31, 2018.

We wish to take this opportunity to thank you in advance for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chairman

James E. Reno, Member

Robyn Driscoll, Member

BOCC/ptb

c: Board File - Clerk & Recorder  
Wyeth Friday, Planning Division Mgr., 2825 3<sup>rd</sup> Ave. N., 4<sup>th</sup> Floor, Billings, MT 59101  
Tammy Deines, Planning Dept. Clerk, 2825 3<sup>rd</sup> Ave. N., 4<sup>th</sup> Floor, Billings, MT 59101



DEC -9 2016

10/12 - reuse app

BOARD APPLICATION FORM  
YELLOWSTONE COUNTY, MONTANA

NAME: Troy Boucher HOME PHONE: (406) 259-1831  
ADDRESS: 3149 Conestoga Way WORK PHONE: (406) 855-6998  
CITY: Billings STATE: MT ZIP: 59105  
BUSINESS OR JOB: Self Employed, contractor, part time real estate broker  
E-MAIL ADDRESS: montanareo@gmail.com  
BOARD OR COMMISSION APPLIED FOR: Yellowstone County Planning Board Dist. 1 seat

Yellowstone County Commissioners  
RECEIVED

OCT 12 2016

Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

Previously served from 2005-2009 on the City of Billings Board of Adjustment  
Presently serve as Chairman for the Board of Trustees for District 7 HRDC

Why do you wish to serve on this Board or Commission?

I enjoy giving back to the community by serving on boards and commissions. This board is of particular interest because I want to become more active in planning for the future growth of our community.

Additional information that you feel is pertinent (attach additional sheets if needed):

  
Signature

12/09/2015  
Date

Return application to: Board of County Commissioners  
P.O. Box 35000  
Billings, MT 59107-5000

OFFICE USE ONLY:

APPOINTED: YES ☒ NO ☐ DATE 10/25/16

TERM EXPIRATION DATE: 12/31/18

(Circle one)

ORIGINAL APPOINTMENT

REAPPOINTMENT

TERM NO: 2

**B.O.C.C. Regular**

Agenda Item 2. d.

**Meeting Date:** 10/25/2016

**Title:** Board reapptmt - Oscar Heinrich, Jr. & Randy Reger

**Submitted By:** Paulette Turner-Byrd

---

**TOPIC:**

Board Reappointment - Oscar Heinrich, Jr. and Randy Reger to County Tax Appeal Board

**BACKGROUND:**

Oscar & Randy have reapplied to remain on the board

**RECOMMENDED ACTION:**

Approve reappointments

---

**Attachments**

Board reapptmt-Oscar & Randy

---

# *Yellowstone County*



**COMMISSIONERS**  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
commission@co.yellowstone.mt.gov

October 25, 2016

Mr. Oscar Heinrich, Jr.  
5148 Granite Peak Ln.  
Billings, MT 59106

RE: Re-appointment to the County Tax Appeal Board

Dear Mr. Heinrich, Jr.,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be from January 1, 2017 to December 31, 2019.

We wish to take this opportunity to thank you in advance for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chairman

James E. Reno, Member

Robyn Driscoll, Member

BOCC/ptb

c: Board File - Clerk & Recorder

Mr. Ted Cross, CTAB Chair, 2440 Eastridge Dr., Billings, MT 59102

Ms. Vicki Archer, CTAB Secretary, PO Box 35000, Billings, MT 59107-5000

BOARD APPLICATION FORM  
YELLOWSTONE COUNTY, MONTANA

NAME: Oscar L. Heinrich, Jr. HOME PHONE: 969-3851  
ADDRESS: 5148 Granite Peak Ln. WORK PHONE: \_\_\_\_\_  
CITY: Billings STATE: MT ZIP: 59106  
BUSINESS OR JOB: Retired  
E-MAIL ADDRESS: osclhjr@gmail.com  
BOARD OR COMMISSION APPLIED FOR: County Tax Appeal Board

Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

Past member Yellowstone County Zoning Commission  
Past member Yellowstone County Board of Adjustment  
Current member on CTAB

Why do you wish to serve on this Board or Commission?

To continue to serve the citizens of Yellowstone County

Additional information that you feel is pertinent (attach additional sheets if needed):

Oscar L. Heinrich Jr. by ptb 10/12/16  
Signature per phone conversation Date

Return application to: Board of County Commissioners  
P.O. Box 35000  
Billings, MT 59107-5000

OFFICE USE ONLY:		
APPOINTED:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/> DATE <u>10/25/16</u>
TERM EXPIRATION DATE: <u>12/31/19</u>		
(Circle one)		
ORIGINAL APPOINTMENT	<input checked="" type="radio"/> REAPPOINTMENT	TERM NO: <u>3</u>



# *Yellowstone County*



**COMMISSIONERS**  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
[commission@co.yellowstone.mt.gov](mailto:commission@co.yellowstone.mt.gov)

October 25, 2016

Mr. Randy Reger  
PO Box 1782  
Billings, MT 59103-1782

RE: Re-appointment to the County Tax Appeal Board

Dear Mr. Reger,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be from January 1, 2017 to December 31, 2019.

We wish to take this opportunity to thank you in advance for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chairman

James E. Reno, Member

Robyn Driscoll, Member

BOCC/ptb

c: Board File - Clerk & Recorder

Mr. Ted Cross, CTAB Chair, 2440 Eastridge Dr., Billings, MT 59102

Ms. Vicki Archer, CTAB Secretary, PO Box 35000, Billings, MT 59107-5000



BOARD APPLICATION FORM  
YELLOWSTONE COUNTY, MONTANA

OCT 11 2016

NAME: James R. (Randy) Reger HOME PHONE: (406) 698-1010  
ADDRESS: Box 1782 WORK PHONE: \_\_\_\_\_  
CITY: Billings STATE: MT ZIP: 59103  
BUSINESS OR JOB: Commercial Real Estate Broker  
E-MAIL ADDRESS: reger3@bresnan.net  
BOARD OR COMMISSION APPLIED FOR: Yellowstone County Tax Appeal Board

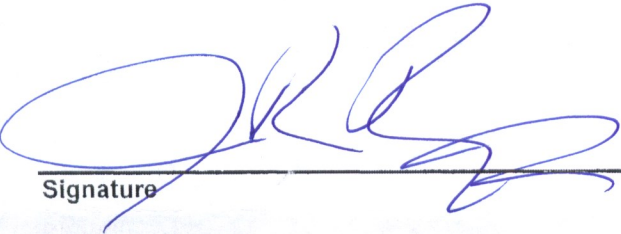
Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

Real Estate Broker and land value expert since 1973. Oil and Gas Broker since 1968.

Why do you wish to serve on this Board or Commission?

I have served on the Yellowstone County Tax Appeal Board for over 15 years. I would like to remain on the board for one more term. I will try to find someone that has the commercial and industrial qualifications that I have. I would appreciate serving one more term, if you desire.

Additional information that you feel is pertinent (attach additional sheets if needed):

  
SignatureDate 10-7-16

Return application to: Board of County Commissioners  
P.O. Box 35000  
Billings, MT 59107-5000

## OFFICE USE ONLY:

APPOINTED: YES ☒ NO ☐ DATE 10/25/16TERM EXPIRATION DATE: 12/31/19

(Circle one)

ORIGINAL APPOINTMENT ☐ REAPPOINTMENT ☒TERM NO: 5

**B.O.C.C. Regular**

Agenda Item 2. e.

**Meeting Date:** 10/25/2016

**Title:** Board reapptmt - Kevin Evans & Ted Lechner to YSC

**Submitted By:** Paulette Turner-Byrd

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**TOPIC:**

Board Reappointments - Kevin Evans & Ted Lechner to Youth Services Center Board

**BACKGROUND:**

Kevin & Ted have reapplied to remain on the board

**RECOMMENDED ACTION:**

Approve reappointments

---

**Attachments**

Kevin & Ted reapptmts

---

# *Yellowstone County*



**COMMISSIONERS**  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
[commission@co.yellowstone.mt.gov](mailto:commission@co.yellowstone.mt.gov)

October 25, 2016

Mr. Kevin Evans  
1721 Hesperia St.  
Billings, MT 59105

RE: Re-appointment to the Youth Services Center Board

Dear Mr. Evans,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be from January 1, 2017 to December 31, 2018.

We wish to take this opportunity to thank you in advance for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chairman

James E. Reno, Member

Robyn Driscoll, Member

BOCC/ptb

c: Board File - Clerk & Recorder  
Mr. Mike Boyett, 1534 Forest Meadow Place, Billings, MT 59102  
Ms. Val Weber, YSC Director, 410 S. 26<sup>th</sup> St., Billings, MT 59101



BOARD APPLICATION FORM  
YELLOWSTONE COUNTY, MONTANA

OCT 12 2016

NAME: Kevin Evans HOME PHONE: 406-208-8864  
ADDRESS: 1721 Hesperia St WORK PHONE: 406-256-2947  
CITY: Billings STATE: MT ZIP: 59105  
BUSINESS OR JOB: Yellowstone Co. S.O.  
E-MAIL ADDRESS: KEVANS@CO.YELLOWSTONE.MT.GOV  
BOARD OR COMMISSION APPLIED FOR: Youth Services Center

Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

I have been on the Board for two previous terms

Why do you wish to serve on this Board or Commission?

I wish to continue as I feel it is important to have  
a representative from the Sheriff's Office on the  
Board

Additional information that you feel is pertinent (attach additional sheets if needed):

Kevin Evans  
Signature

10-12-16  
Date

Return application to: Board of County Commissioners  
P.O. Box 35000  
Billings, MT 59107-5000

## OFFICE USE ONLY:

APPOINTED: YES ☒ NO ☐ DATE 10/25/16

TERM EXPIRATION DATE: 12/31/18

(Circle one)

ORIGINAL APPOINTMENT

REAPPOINTMENT

TERM NO: 4

# *Yellowstone County*



**COMMISSIONERS**  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
commission@co.yellowstone.mt.gov

October 25, 2016

Mr. Ted Lechner  
3215 38<sup>th</sup> St. West  
Billings, MT 59102

RE: Re-appointment to the Youth Services Center Board

Dear Mr. Lechner,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be from January 1, 2017 to December 31, 2018.

We wish to take this opportunity to thank you in advance for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chairman

James E. Reno, Member

Robyn Driscoll, Member

BOCC/ptb

c: Board File - Clerk & Recorder  
Mr. Mike Boyett, 1534 Forest Meadow Place, Billings, MT 59102  
Ms. Val Weber, YSC Director, 410 S. 26<sup>th</sup> St., Billings, MT 59101



BOARD APPLICATION FORM Yellowstone County Commissioners  
YELLOWSTONE COUNTY, MONTANA

RECEIVED

NAME: Ted V. Lechner HOME PHONE: OCT 12 2016 656-6242  
ADDRESS: 3215 38th St W WORK PHONE: \_\_\_\_\_  
CITY: Billings STATE: MT ZIP: 59102  
BUSINESS OR JOB: Retired  
E-MAIL ADDRESS: TPLenr@hotmail.com  
BOARD OR COMMISSION APPLIED FOR: Youth Service Center

Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

30 plus years working with youth.  
as a teacher, social worker and Child Probation  
Officer with Yellowstone County

Why do you wish to serve on this Board or Commission?

The Youth Service Center is dear to my heart

Additional information that you feel is pertinent (attach additional sheets if needed):

Ted V. Lechner 10-10-16  
Signature Date

Return application to: Board of County Commissioners  
P.O. Box 35000  
Billings, MT 59107-5000

OFFICE USE ONLY:

APPOINTED: YES ☒ NO ☐ DATE 10/25/16  
TERM EXPIRATION DATE: 12/31/18

(Circle one)

ORIGINAL APPOINTMENT

REAPPOINTMENT

TERM NO: 9

**B.O.C.C. Regular**

Agenda Item 2. f.

**Meeting Date:** 10/25/2016

**Title:** Board reapptmt - Mark Osborn to BUFSA

**Submitted By:** Paulette Turner-Byrd

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**TOPIC:**

Board Reappointment - Mark Osborn to Billings Urban Fire Service Area Board

**BACKGROUND:**

Marc has reapplied to remain on the board

**RECOMMENDED ACTION:**

Approve reappointment

---

**Attachments**

Marc to BUFSA

---

# *Yellowstone County*



**COMMISSIONERS**  
(406) 256-2701  
(406) 256-2777 (FAX)

P.O. Box 35000  
Billings, MT 59107-5000  
commission@co.yellowstone.mt.gov

October 25, 2016

Mr. Marc Osborn  
4150 Night Hawk Rd.  
Billings, MT 59101

RE: Re-appointment to the Billings Urban Fire Service Area Board

Dear Mr. Osborn,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above named board. Your term by this appointment will be from January 1, 2017 to December 31, 2019.

We wish to take this opportunity to thank you in advance for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chairman

James E. Reno, Member

Robyn Driscoll, Member

BOCC/ptb

c: Board File - Clerk & Recorder  
Mr. Alan Miller, BUFSA Chair, 905 Lynwood Dr., Billings, MT 59102  
Mr. Brad Shoemaker, DES Director



RECEIVED

JUN 30 2016

10/12/16 reuse app

BOARD APPLICATION FORM  
YELLOWSTONE COUNTY, MONTANA

NAME: Marc Osborn HOME PHONE: (406) 672-4554  
 ADDRESS: 4150 Night Hawk Rd WORK PHONE: (406) 672-4554  
 CITY: Billings STATE: MT ZIP: 59101  
 BUSINESS OR JOB: Realtor/ volunteer firefighter  
 E-MAIL ADDRESS: marc@gloverrg.com  
 BOARD OR COMMISSION APPLIED FOR: BUFSA

Yellowstone County Commissioners  
RECEIVED

OCT 12 2016

Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

I am a volunteer fire fighter, a Realtor, a 20 year member of the community. I have owned multiple companies and worked for huge international companies and feel it is the right time for me to step forward to serve my community.

Why do you wish to serve on this Board or Commission?

I would like to be better informed and involved with the BUFSA so that I can understand the unique challenges that we have here in the most populated county in Montana with regard to fire protection, EMS services, and how those services are offered, extended, provided, and the future plans for the BUFSA.

Additional information that you feel is pertinent (attach additional sheets if needed):

As the Billings Community expands outside the city limits, the BUFSA should expand also to meet that future growth with planning and foresight into where we go from here. Also, I own land in the BUFSA at 620 and 640 Garden Avenue. I lived there while building my current home located at 4150 Night Hawk Rd.



Signature

06/29/2016

Date

Return application to: Board of County Commissioners  
 P.O. Box 35000  
 Billings, MT 59107-5000

## OFFICE USE ONLY:

APPOINTED: YES ☒ NO ☐ DATE 10/25/16  
 TERM EXPIRATION DATE: 12/31/19

(Circle one)

ORIGINAL APPOINTMENT

REAPPOINTMENT

TERM NO: 2

**B.O.C.C. Regular**

Agenda Item 2. g.

**Meeting Date:** 10/25/2016

**Title:**

**Submitted By:** Teri Reitz, Board Clerk

---

**TOPIC:**

Professional Services Agreement Addendum with Correctional Health Partners to  
Change the Effective Date of the Contract

**BACKGROUND:**

**RECOMMENDED ACTION:**

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**Attachments**

Addendum to Correctional Health Partners

---

**YELLOWSTONE COUNTY GOVERNMENT  
INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES  
AGREEMENT  
PROVISION OF INMATE MEDICAL SERVICES  
FIRST CONTRACT AMENDMENT**

The above-referenced Inmate Medical Services Agreement executed by Correctional Health Partners and Yellowstone County on September 30, 2016 is amended as follows:

November 1, 2016 was the intended start date for this Agreement for services. The actual start date was October 1, 2016. As such, October 1, 2016 is the amended Effective Date of this Agreement.

The original Agreement called for payment in the amount of \$1,466,826 per year payable in equal monthly payments of \$122,236. As this Agreement has been amended to allow for an additional month of services, the total payment shall reflect one additional month of services (October 2016), increasing the original contract amount from \$1,466,826 to \$1,589,862 per year, payable in equal monthly payments.

Terms and conditions of the September 30, 2016 Agreement not amended by this document remain in effect without change.

IN WITNESS WHEREOF, the parties have executed this First Amendment of Agreement on the 20<sup>th</sup> day of October, 2016.

COUNTY:

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

By: \_\_\_\_\_

John Ostlund, Chairman

CONTRACTOR:

CORRECTIONAL HEALTH PARTNERS,  
LLC

By: \_\_\_\_\_

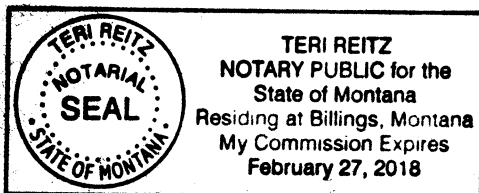
Geoffrey R. Archambeau, CEO

State of Montana                     )  
  )ss.  
County of Yellowstone            )

The forgoing instrument was acknowledged before me this 20<sup>th</sup> day of October, 2016, by John Ostlund, as Chairman of the Yellowstone County Board of County Commissioners.

Witness my hand and official seal.

Seal:



Notary Public: \_\_\_\_\_

*Teri Reitz*

**B.O.C.C. Regular**

Agenda Item 3.

**Meeting Date:** 10/25/2016

**Title:** Budget Line Items

**Submitted For:** Kelly Campbell

**Submitted By:** Sue Watts

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**TOPIC:**

Approval of the August 2017 (FY18) Night Show Budget and Gate Act Budget

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Approved

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**B.O.C.C. Regular**

Agenda Item 4. a.

**Meeting Date:** 10/25/2016

**Title:** City of Billings Joint Application

**Submitted For:** Tim Miller, Public Works  
Director

**Submitted By:** Ronni Tallerico

---

**TOPIC:**

City of Billings Joint Floodplain Application

**BACKGROUND:**

Waste water treatment plant is on county property they want to work on the plant. A portion of the plant is in the floodplain.

**RECOMMENDED ACTION:**

Sign city's Joint Application as landowner

---

**Attachments**

City Of Billings Joint Application

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Revised: 6/5/15 (310 form 270). Form may be downloaded from: <a href="http://www.dnrc.mt.gov/licenses-and-permits/stream-permitting">www.dnrc.mt.gov/licenses-and-permits/stream-permitting</a>	<b>AGENCY USE ONLY:</b> Application # _____ Date Received _____ Date Accepted _____ / Initials _____ Date Forwarded to DFWP _____
<i>This space is for all Department of Transportation and SPA 124 permits (government projects).</i> Project Name _____ Control Number _____ Contract letting date _____ MEPA/NEPA Compliance <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, #14 of this application does not apply.	

**JOINT APPLICATION FOR PROPOSED WORK IN MONTANA’S STREAMS, WETLANDS, FLOODPLAINS, AND OTHER WATER BODIES**

Use this form to apply for one or all local, state, or federal permits listed below. The applicant is the responsible party for the project and the point of contact unless otherwise designated. “Information for Applicant” includes agency contacts and instructions for completing this application. To avoid delays, submit all required information, including a project site map and drawings. Incomplete applications will result in the delay of the application process. Other laws may apply.

**The applicant is responsible for obtaining all necessary permits and landowner permission before beginning work.**

<input checked="" type="checkbox"/>	<u>PERMIT</u>	<u>AGENCY</u>	<u>FEE</u>
<input checked="" type="checkbox"/>	310 Permit	Local Conservation District	No fee
<input checked="" type="checkbox"/>	SPA 124 Permit	Department of Fish, Wildlife and Parks	No fee
<input checked="" type="checkbox"/>	Floodplain Permit	Local Floodplain Administrator	Varies by city/county (\$25 - \$500+)
<input checked="" type="checkbox"/>	Section 404 Permit, Section 10 Permit	U. S. Army Corps of Engineers	Varies (\$0 - \$100)
<input checked="" type="checkbox"/>	318 Authorization 401 Certification	Department of Environmental Quality	\$250 (318); \$400 - \$20,000 (401)
<input checked="" type="checkbox"/>	Navigable Rivers Land Use License, Lease, or Easement	Department of Natural Resources and Conservation, Trust Lands Management Division	\$50, plus additional fee

**A. APPLICANT INFORMATION**

NAME OF **APPLICANT** (person responsible for project): Randy Straus, City of Billings  
Has the landowner consented to this project? ☒ Yes ☐ No  
Mailing Address: City of Billings Engineering Divisions 2224 Montana Avenue, Billings, MT 59101  
Physical Address: Same as mailing address  
Day Phone: (406) 657-8301 Evening Phone: \_\_\_\_\_ E-Mail: strausr@ci.billings.mt.us

NAME OF **LANDOWNER** (if different from applicant): John Ostlund, Yellowstone County  
Mailing Address: PO Box 35000 Billings, MT 59107  
Physical Address: Same as mailing address  
Day Phone: (406) 256-2701 Evening Phone: \_\_\_\_\_ E-Mail: jostlund@co.yellowstone.mt.gov

NAME OF **CONTRACTOR/AGENT** (if one is used): Craig Habben, HDR Engineering  
Mailing Address: 6900 S. Old Village Pl., Suite 100, Sioux Falls, SD 57108  
Physical Address: Same as mailing address  
Day Phone: (605) 782-8101 Evening Phone: \_\_\_\_\_ E-Mail: craig.habben@hdrinc.com

**B. PROJECT SITE INFORMATION**

NAME OF **STREAM** or **WATER BODY** at project location Yellowstone River Nearest Town Billings  
Address/Location: 725 US Highway 87 East Geocode (if available): \_\_\_\_\_  
\_\_\_\_ 1/4 \_\_\_\_ 1/4 \_\_\_\_ 1/4, Section 27 , Township 1N , Range 26E County Yellowstone  
Longitude 45.80241° North, Latitude 108.469424° West

The state owns the beds of certain state navigable waterways. Is this a state navigable waterway? Yes or No.  
If yes, send copy of this application to appropriate DNRC land office – see Information for Applicant.

**ATTACH A PROJECT SITE MAP OR A SKETCH** that includes: 1) the water body where the project will take place, roads, tributaries, landmarks; 2) a circled “X” representing the exact project location. IF NOT CLEARLY STATED ON THE MAP OR SKETCH, **PROVIDE WRITTEN DIRECTIONS TO THE SITE.**

**C. PROJECT INFORMATION**

1. **TYPE OF PROJECT** (check all that apply)

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bridge/Culvert/Ford Construction | <input type="checkbox"/> Fish Habitat  | <input type="checkbox"/> Mining            |
| <input type="checkbox"/> Bridge/Culvert/Ford Removal      | <input type="checkbox"/> Recreation (docks, marinas, etc.)                                     | <input type="checkbox"/> Dredging          |
| <input type="checkbox"/> Road Construction/Maintenance    | <input type="checkbox"/> New Residential Structure   | <input type="checkbox"/> Core Drill        |
| <input type="checkbox"/> Bank Stabilization/Alteration    | <input type="checkbox"/> Manufactured Home   | <input type="checkbox"/> Placement of Fill |
| <input type="checkbox"/> Flood Protection                 | <input type="checkbox"/> Improvement to Existing Structure                                     | <input type="checkbox"/> Diversion Dam     |
| <input type="checkbox"/> Channel Alteration               | <input type="checkbox"/> Commercial Structure  | <input type="checkbox"/> Utilities         |
| <input type="checkbox"/> Irrigation Structure             | <input type="checkbox"/> Wetland Alteration  | <input type="checkbox"/> Pond              |
| <input type="checkbox"/> Water Well/Cistern               | <input type="checkbox"/> Temporary Construction Access   | <input type="checkbox"/> Debris Removal    |
| <input type="checkbox"/> Excavation/Pit                   | <input checked="" type="checkbox"/> Other <u>Installing an outfall and installing a siphon</u> |  |

2. **PLAN OR DRAWING** of the proposed project **MUST** be attached. **This plan or drawing must include:**

- |  |  |
|--|--|
| • a plan view (looking at the project from above)          | • a cross section or profile view                      |
| • dimensions of the project (height, width, depth in feet) | • an elevation view                                    |
| • location of storage or stockpile materials               | • dimensions and location of fill or excavation sites  |
| • drainage facilities                                      | • location of existing or proposed structures, such as |
| • an arrow indicating north                                | buildings, utilities, roads, or bridges                |

3. **IS THIS APPLICATION FOR** an annual maintenance permit? ☐ Yes ☒ No

(If yes, an annual plan of operation must be attached to this application – see “Information for Applicant”)

4. **PROPOSED CONSTRUCTION DATE.** Include a project timeline. Start date March 2017

Finish date June 2019 Is any portion of the work already completed? ☐ Yes ☒ No

(If yes, describe the completed work.)

5. **WHAT IS THE PURPOSE** of the proposed project?

The City of Billings (the City) is proposing to undergo a major project at the Wastewater Treatment Plant (WWTP). The project will include upgrades and process changes to meet upcoming nutrient and ammonia requirements in the City's discharge permit, expansion to meet projected future flows, and improvements to existing facilities.

6. **PROVIDE A BRIEF DESCRIPTION** of the proposed project.

As part of the major upgrade, the City is proposing to construct a second plant outfall alongside the existing outfall on the Yellowstone River. The new outfall pipe will be 60-inch and the outfall will be concrete both the same as existing. The outfall will be several feet upstream of the existing outfall. Some rip rap will be added upstream of the existing rip rap to mitigate erosion. The second outfall is needed to meet ultimate capacity of the plant and to facilitate construction sequencing.

Four new siphons will be installed underneath Alkali Creek to carry interceptor wastewater flow into the plant. The siphon will be 42-inch pipes and will be encased in concrete below the creek channel. The siphons are required to meet future increasing flows, allow maintenance and reduce headloss of the piping system. A Siphon Head Box will be constructed on the south side of the creek and collect flow from two of the City's main interceptors. The siphons will go from the head box directly into the Headworks.

Other new structures in the 100-year floodplain landward of wetlands and waterbodies in the project site will include: Primary Digester Electrical Building, Administration Building expansion, Mag Meter Vaults 1 and 2, Headworks effluent channel modifications, Odor Treatment System and various pipeline and site work.

7. **WHAT IS THE CURRENT CONDITION** of the proposed project site? Describe the existing bank condition, bank slope, height, nearby structures, and wetlands.



Biologists conducted wetland and stream delineations in October 2015. Field work included delineation of ordinary high water mark (OHWM) of Alkali Creek and segments of the left (west) bank of the Yellowstone River and documentation of the existing conditions of the river banks (see attached Wetland and Stream Delineation Report). Biologists also delineated wetlands fringing the banks of Alkali Creek.

The project area is located in the Yellowstone River Valley where urban growth has taken place. The reach of the river is considered a Navigable Water of the United States. At the existing outfall location on Yellowstone River, the river bank is armored with riprap. Stream substrates were not observed during the field investigation, but the substrates for this reach are known to range from coarse gravel to medium boulders.

Alkali Creek is a perennial stream located south of the existing WWTP, and drains to Yellowstone River southeast of the WWTP. The stream substrate mainly consists of sand with small cobbles. The creek banks are moderately sloped and a fringing riverine wetland (Wetland 1) adjoins the north and south banks of the stream. Overbank flow from the Yellowstone River likely floods portions of Alkali Creek and Wetland 1 during high flows.

Nearby structures include existing facilities in the Billings WWTP.

8. **PROJECT DIMENSIONS.** How many linear feet of bank will be impacted? How far will the proposed project encroach into and extend away from the water body?

Linear feet of bank impact on the Yellowstone River for the new outfall will depend on the contractor's construction method. The worse case would be about 40 feet. During construction and most all the time the outfall structure will not be into the Yellowstone River. Only during highest water levels will the outfall be in the river. At 100-year flood this would be about 30 feet.

The proposed siphon will temporarily impact 80 linear feet of Alkali Creek for trenching to install new siphon pipe.

9. **VEGETATION.** Describe the vegetation present on site. How much vegetation will be disturbed or covered with fill material during project installation? (Agencies require that only vegetation necessary to do the work be removed.) Describe the revegetation plan for all disturbed areas of the project site in detail.

Along the river bank at the proposed outfall location, a narrow band of riparian vegetation is present, mainly consisting of birch and green ash trees. The area near the existing outfall is mainly dominated by rose (*Rosa* spp.), old man's beard (*Clematis drummondii*), and sedge (*Carex* spp.). No trees were observed at the proposed outfall location.

Vegetation along the banks of Alkali Creek consists of scattered Sandbar willow (*Salix interior*) and peachleaf willow (*Salix amygdaloides*). Dominant vegetation in Wetland 1 consists of teal lovegrass (*Eragrostis hypnoides*), saline saltbrush (*Atriplex dioica*), western marsh cudweed (*Gnaphalium palustre*), reed canarygrass (*Phalaris arundinacea*), and peachleaf willow.

10. **MATERIALS.** Describe the materials proposed to be used. Note: This may be modified during the permitting process. It is recommended you do not purchase material until all permits are issued.

Outfall:

Cubic yards/Linear feet	Size and Type	Source
• 20 feet of outfall pipe	60-inch reinforced fiberglass	Unknown at this time
• 21 cubic yards	Concrete	Unknown at this time
• 50 cubic yards	6-inch rip rap	Unknown at this time

Siphon:

• (4) 230 foot pipes	42-inch reinforced fiberglass	Unknown at this time
----------------------	-------------------------------	----------------------



11. **EQUIPMENT.** List all equipment that will be used for construction of the project. How will the equipment be used on the bank and/or in the water? Note: Make sure equipment is clean and free of weeds, weed seeds, and excess grease before using it in the water waterway. To prevent the spread of aquatic invasive species, to the extent practical, remove mud and aquatic plants from heavy machinery and other equipment before moving between waters and work sites, especially in waters known to be infested with aquatic invasive species. Drain water from machinery and let dry before moving to another location.

Construction will require the use of common construction equipment including dump trucks, excavators and loaders. No equipment will be in the water during construction for the outfall. For the siphons, at a minimum excavator buckets will be in the water and potentially the whole excavator on occasion.

12. **DESCRIBE PLANNED EFFORTS TO MINIMIZE PROJECT IMPACTS.** Consider the impacts of the proposed project, even if temporary. What efforts will be taken to:

- Minimize erosion, sedimentation, or turbidity?

The Storm Water Pollution Prevention Plan (SWPPP) will govern stormwater, erosion and sediment controls at the site. A SWPPP, updates to the SWPPP, a Notice of Intent (NOI) and Notice of Termination (NOT) will be submitted to the Montana Department of Environmental Quality (MDEQ). After construction, the site will be restored to existing contours using suitable fill material and rip rap. The project is not anticipated to alter streambank stability. Erosion and sediment control will remain in-place and effective until the site achieves final stabilization as defined in the SWPPP. Construction along the Yellowstone River will not occur during high water levels and so all construction there will be in the dry. Construction for the siphons will be open cut and will be done during low creek levels at times when there is essentially no flow in the creek, only backup from the Yellowstone River.

- Minimize stream channel alterations?

Not applicable – the project will not alter the channel morphology of the Yellowstone River or Alkali Creek.

- Minimize effects to stream flow or water quality caused by materials used or removal of ground cover?

The construction activities and workers will adhere to typical State of Montana water quality BMP's. This includes implementing and maintaining a Spill Prevention Control and Countermeasures Plan (SPCC) to manage toxic materials associated with construction activities (e.g., equipment leakage, disposal of oily wastes, cleanup of any spills, and storage of petroleum products/chemicals in contained areas away from the river) per their safety requirements. Equipment that enters the waterway would be properly maintained, inspected, and cleaned prior to in-water use. Silt fences will be used on adjacent ground to minimize silt run-offs during storm events.

No staging areas will be located on the stream bank. Fueling and lubricating of equipment will take place from truck-mounted tanks. There will be no concrete or asphalt washouts associated with the project. Erosion and sediment control will remain in-place and effective until the site achieves final stabilization as defined in the SWPPP.

- Minimize effects on fish and aquatic habitat?

To minimize effects on fish, temporary dam such as cofferdams or similar materials at the Alkali Creek crossing will be used for worksite isolation during in-water work. Seepage water from dewatering would be pumped from the isolation area and settled prior to discharge.

Construction of the outfall will not occur during high water levels and so zero impact to fish and aquatic habitat is anticipated.

- Minimize risks of flooding or erosion problems upstream and downstream?

The proposed project is not expected to increase risks of flooding or erosion problems.

- Minimize vegetation disturbance, protect existing vegetation, and control weeds?

Clearing activities will be limited to the minimum amount practicable to conduct the project and be limited to work. No woody vegetation would be removed as a result of this project.

13. WHAT ARE THE NATURAL RESOURCE BENEFITS of the proposed project?

With the proposed improvements, the WWTP would remove total nitrogen, phosphorus, and ammonia. As a result, loading of these chemical compounds to the Yellowstone River would be reduced, which would contribute to improving water quality of the river and benefit the aquatic resources.

14. LIST ALTERNATIVES to the proposed project. Why was the proposed alternative selected?

Alternatives were looked at for reducing or eliminating discharge to the Yellowstone River. These alternatives are not practical at this time.

**D. ADDITIONAL INFORMATION FOR SECTION 404, SECTION 10, AND FLOODPLAIN PERMITS ONLY.** If applying for a Section 404 or Section 10 permit, fill out questions 1-3. If applying for a floodplain permit, fill out questions 3-6. (Additional information is required for floodplain permits – See “Information for Applicant.”)

1. Will the project involve placement of dredged (excavated) and/or fill material below the ordinary high water mark, in a wetland, or other waters of the US? If yes, what is the surface area to be filled? How many cubic yards of fill material will be used? Note: Wetland delineations are required if wetlands are affected.

For the outfall rip rap will be place below the ordinary high water mark. The area will be about 400 square feet and the volume of material about 22 cubic yards.

For the siphons existing material below the ordinary high water mark will be dredged, stockpiled and put back in place once the concrete encased pipelines are installed. The area below the ordinary high water mark affected is about 1940 square feet and the volume of material removed and replaced is about 550 cubic yards.

2. Description of avoidance, mitigation, and compensation (see Information for Applicant). Attach additional sheets if necessary.

The proposed project would avoid and minimize effects to natural resources and water quality through the measures listed under #12. No compensatory mitigation would be required as a result of this project.

3. List the names and address of landowners adjacent to the project site. This includes properties adjacent to and across from the project site. (Some floodplain communities require certified adjoining landowner lists).

Owner	Address	Geocode
YELLOWSTONE COUNTY	PO Box 1178 Billings, MT 59103-1178	03-1033-27-4-01-02-0000
HUSCHKA, MELVIN	PO BOX 1338 Billings, MT 59103-1338	03-1033-26-3-07-01-0000
BENDER, WALTER DALE & DONALD WILLIAM & RONALD JAMES	PO BOX 1338 Billings, MT 59103-1338	03-1033-27-4-02-01-0000

4. List all applicable local, state, and federal permits and indicate whether they were issued, waived, denied, or pending. Note: All required local, state, and federal permits, or proof of waiver must be issued prior to the issuance of a floodplain permit.
- 1. U.S. Army Corps of Engineers, Section 404 Permit
  - 2. U.S. Army Corps of Engineers, Section 10 Permit,
  - 3. Montana Department of Environmental Quality (DEQ) 401 Certification,
  - 4. Montana Natural Streambed and Land Preservation Act (310 Permit),
  - 5. Montana Stream Protection Act (SPA 124 Permit),
  - 6. Short-Term Water Quality Standards for Turbidity (318 Authorization), and
  - 7. Montana Department of Natural Resources and Conservation Land Use License or Easement Application
  - 8. Yellowstone County Floodplain Permit

5. Floodplain Map Number 30111C1290E
6. Does this project comply with local planning or zoning regulations? ☒ Yes      ☐ No

**E. SIGNATURES/AUTHORIZATIONS -- Each agency must have original signatures signed in blue ink.**

**After completing the form**, make the required number of copies and **then sign each copy**. Send the copies with original signatures and additional information required directly to each applicable agency.

The statements contained in this application are true and correct. The applicant possess’ the authority to undertake the work described herein or is acting as the duly authorized agent of the landowner. The applicant understands that the granting of a permit does not include landowner permission to access land or construct a project. Inspections of the project site after notice by inspection authorities are hereby authorized.

APPLICANT (Person responsible for project):  
Print Name: Randy Strauss

LANDOWNER:  
Print Name: John Ostlund

Signature of Applicant

Date

Signature of Landowner

Date

\*CONTRACTOR/AGENT:  
Print Name: Craig Habben

Signature of Contractor/Agent

Date

\*Contact agency to determine if contractor signature is required.









08/2016	PERMIT DOCUMENTS	
ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	C. HASBEN
CIVIL	J. OSTRANDER
STRUCTURAL	K. KIRCHNER
ARCHITECTURAL	J. RICKERT
PROCESS	C. REVIS
MECHANICAL	L. WORTH
ELECTRICAL	D. BESINGER
INSTRUMENTATION	D. BEST
PROJECT NUMBER	233305



Water Reclamation Facility  
City of Billings, MT  
W.O. 14-11  
Nutrient Upgrade  
Expansion and Improvements



**CIVIL  
OUTFALL PLAN**  
FILENAME Figure 1.dwg  
SCALE 1" = 20'-0"

SHEET  
**Figure 1**

1

2

3

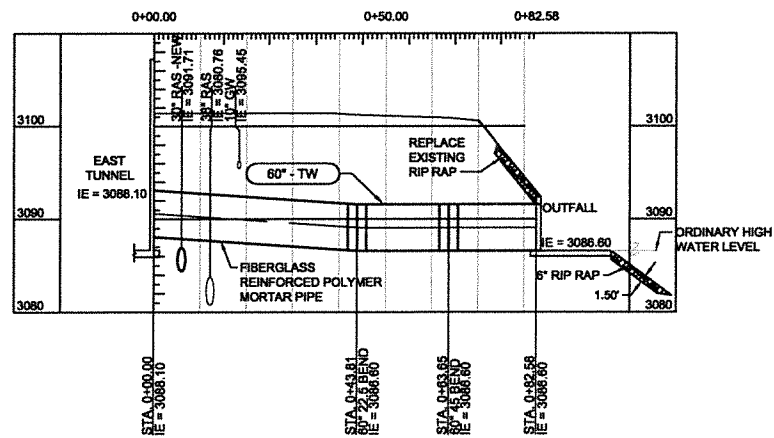
4

5

6

7

8



60" (2) TW TO OUTFALL



ISSUE	DATE	DESCRIPTION
	09/2018	PERMIT DOCUMENTS

PROJECT MANAGER	
CIVIL	J. OSTRANDER
STRUCTURAL	K. KIRCHNER
ARCHITECTURAL	J. RICKERT
PROCESS	C. REVIS
MECHANICAL	L. WORTH
ELECTRICAL	D. BESINGER
INSTRUMENTATION	D. BEST
PROJECT NUMBER	233305



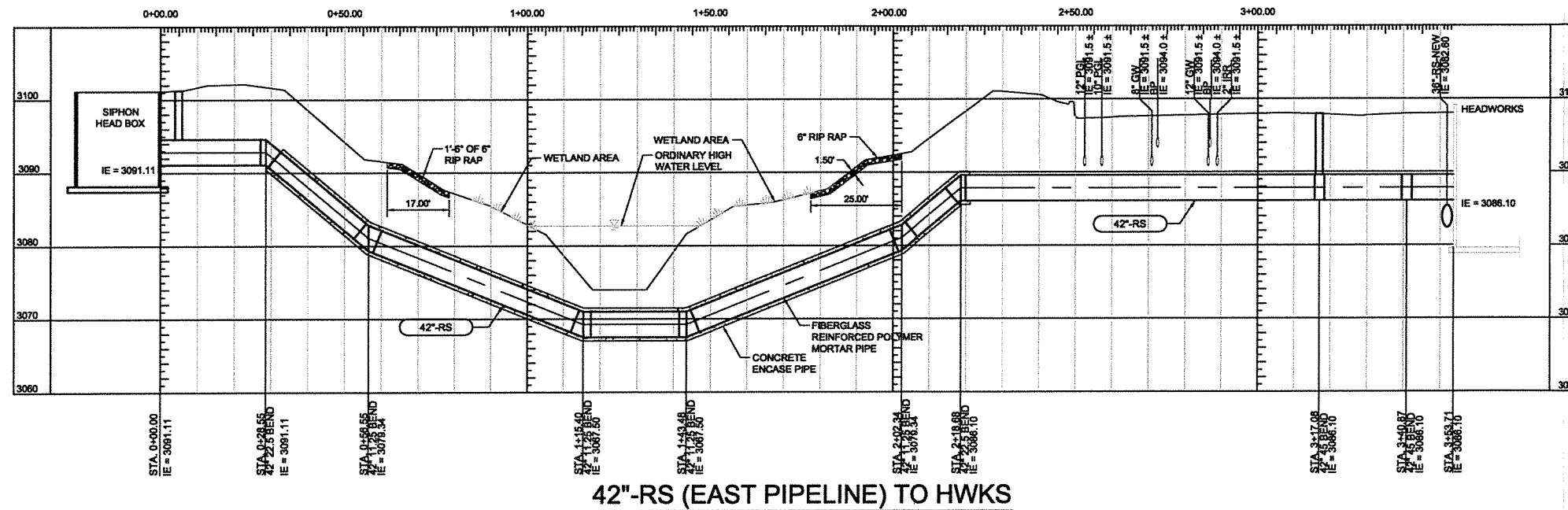
Water Reclamation Facility  
City of Billings, MT  
W.O. 14-11  
Nutrient Upgrade  
Expansion and Improvements



CIVIL  
OUTFALL PROFILE  
FILENAME Figure 2.dwg  
SCALE 1" = 20'-0"

SHEET  
Figure 2





</		

PROJECT MANAGER	C. HABEN
CIVIL	J. OSTRANDER
STRUCTURAL	K. KIRCHNER
ARCHITECTURAL	J. RICKERT
PROCESS	C. REVIS
MECHANICAL	L. WORTH
ELECTRICAL	D. BESINGER
INSTRUMENTATION	D. BEST
PROJECT NUMBER	233305



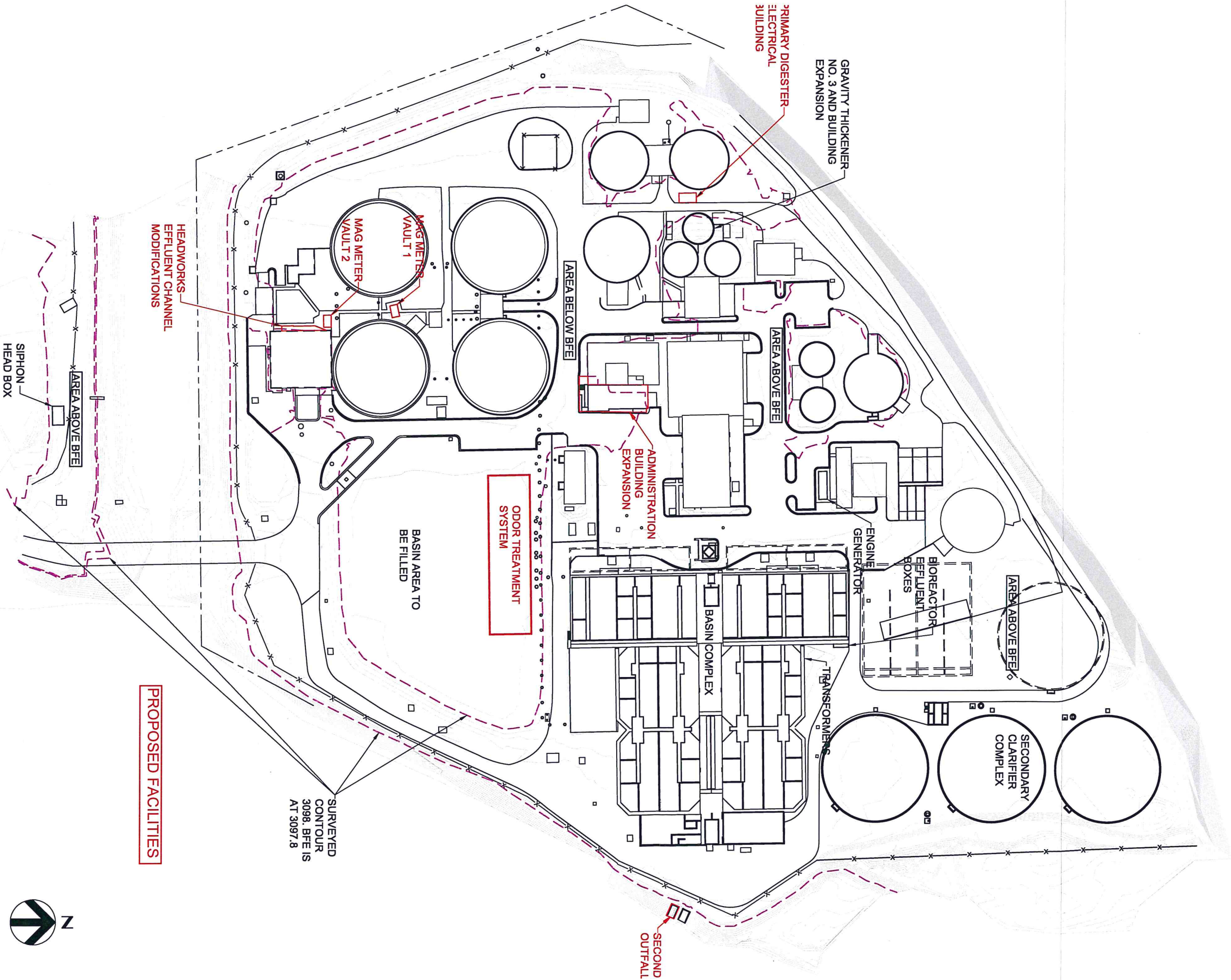
Water Reclamation Facility  
City of Billings, MT  
W.O. 14-11  
Nutrient Upgrade  
Expansion and Improvements



CIVIL  
SIPHON PROFILE  
FILENAME Figure 4.dwg  
SCALE 1" = 20'-0"

SHEET  
Figure 4





Proposed work in surveyed 100-year floodplain of Yellowstone River (see attached memo for floodplain elevation determination)



# MEMORANDUM

Date: September 9, 2014

To: Alan Towler

From: Dan March

RE: Billings WWTP Floodplain

This memorandum serves to document our telephone conversation today concerning base flood elevations (BFE), also known as the “1-percent-annual-chance” or “100-year” flood elevation, for the City of Billings waste water treatment plant (WWTP). The WWTP is located on the left bank of the Yellowstone River immediately downstream of the Alkali Creek confluence as shown on Flood Insurance Rate Panel (FIRM) 30111C1290E. Portions of the panel are shown on Figure 1 below.

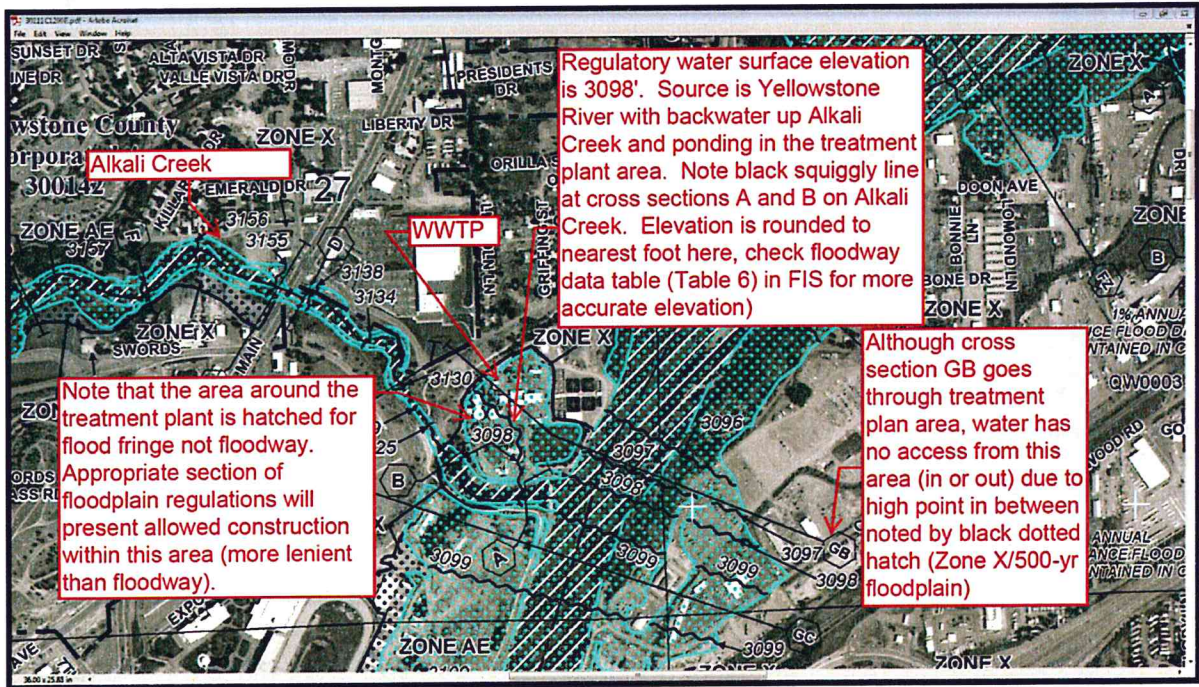


Figure 1 - FIRM panel 30111C1290E with annotations

The question posed was: what is the regulatory BFE for the WWTP? The thought process for determining this number follows:

- Yellowstone River cross section GB goes through the WWTP area (Figure 1) and would typically be used to determine the BFE. However, the FIRM indicates a discontinuity in the floodplain along cross section GB as noted by the black dot hatching between the WWTP and the



30211C1901A.dwg - Alkali Creek  
For Edit View Window Help

FLOODING SOURCE		FLOODWAY			1-PERCENT ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION			
CROSS SECTION	DISTANCE <sup>1</sup>	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY (FEET NAVD)	WITHOUT FLOODWAY (FEET NAVD)	WITH FLOODWAY (FEET NAVD)	INCREASE (FEET)
ALKALI CREEK								
A	270	151	1,281	2.9	3,097.8	3,097.8	3,099.3	0.5
B	990	175	2,272	1.6	3,098.0	3,098.0	3,099.5	0.5
C	1,835	83	829	4.4	3,130.1	3,130.1	3,130.4	0.3
D	2,835	15	184	19.9	3,138.1	3,138.1	3,138.1	0.0
E	3,035	15	449	8.1	3,155.2	3,155.2	3,155.2	0.0
F	4,180	115	2,445	1.5	3,156.8	3,156.8	3,156.9	0.3
G	5,150	111	1,453	2.5	3,156.7	3,156.7	3,157.1	0.4
H	8,040	119	874	4.2	3,157.8	3,157.6	3,158.1	0.5
I	7,410	97	499	7.3	3,162.1	3,162.1	3,162.1	0.0
J	7,950	117	856	4.3	3,167.0	3,167.0	3,167.1	0.1
K	8,730	117	642	5.7	3,171.4	3,171.4	3,171.7	0.3
L	9,400	327	1,893	2.0	3,177.9	3,177.9	3,178.1	0.2
M	9,810	131	889	4.1	3,178.1	3,178.1	3,178.3	0.2
N	10,360	164	1,008	3.6	3,181.5	3,181.5	3,182.0	0.5
O	11,890	166	721	5.1	3,188.1	3,188.1	3,188.6	0.5
P	12,610	83	631	5.8	3,192.8	3,192.8	3,193.3	0.5
Q	13,350	132	836	4.4	3,196.3	3,196.3	3,196.8	0.5
R	14,360	127	772	4.7	3,201.2	3,201.2	3,201.8	0.4
S	14,780	102	849	4.3	3,204.1	3,204.1	3,204.6	0.5
T	15,410	147	1,092	3.3	3,207.7	3,207.7	3,208.2	0.5
U	16,380	145	855	4.3	3,213.6	3,213.6	3,214.1	0.5
V	16,990	179	2,056	1.8	3,223.1	3,223.1	3,223.5	0.4
W	17,730	209	1,817	2.0	3,224.0	3,224.0	3,224.3	0.3
X	18,130	152	1,152	3.2	3,225.5	3,225.5	3,225.5	0.0
Y	18,590	100	499	7.4	3,229.3	3,229.3	3,229.8	0.5

Feet above confluence with Yellowstone River

FEDERAL EMERGENCY MANAGEMENT AGENCY

YELLOWSTONE COUNTY, MT  
AND INCORPORATED AREAS

FLOODWAY DATA

ALKALI CREEK

Figure 3 - Floodway Data Table for Alkali Creek

- The “with floodway” values at the WWTP outlet would account for worst case water surface design elevations since it assumes constriction of the floodplain and the resulting maximum computed water surface allowed under floodplain regulations. Given that the design life of improvements is in decades, this value is conservative and the best value to use.
- Based on this discussion you determined the outfall is located between cross sections GA and GB, pulled values from the FWDT and extrapolated values based on the outlet location and the location of cross sections presented on the FIRM. Values and computations are shown on Figure 4. Computed BFE “with floodway” value for the outlet location is 3096.5’

30211C1901A.dwg - Alkali Creek  
For Edit View Window Help

FLOODING SOURCE		FLOODWAY			1-PERCENT ANNUAL CHANCE FLOOD WATER SURFACE ELEVATION			
CROSS SECTION	DISTANCE <sup>1</sup>	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY (FEET NAVD)	WITHOUT FLOODWAY (FEET NAVD)	WITH FLOODWAY (FEET NAVD)	INCREASE (FEET)
YELLOWSTONE RIVER								
GA	10,971	2,296	12,882	8	3,097.3	3,097.3	3,097.3	0.0
GB	124,186	1,975	7,888	8.9	3,095.7	3,095.7	3,095.7	0.0
GC	124,871	1,968	10,400	9.1	3,094.8	3,094.8	3,094.8	0.0
GD	127,829	1,286	12,298	7.2	3,087.2	3,087.2	3,087.2	0.0
GE	288,338	1,417	13,465	6.6	3,088.1	3,088.1	3,088.1	0.0
GF	321,458	1,182	8,791	11.4	3,077.7	3,077.7	3,077.7	0.0
GG	322,285	981	8,479	8.4	3,071.9	3,071.9	3,071.9	0.0
GH	328,162	1,174	8,296	9.9	3,071.9	3,071.9	3,071.9	0.0
GI	328,274	1,343	13,788	9.4	3,078.0	3,078.0	3,078.0	0.0
GJ	328,652	1,507	8,782	7.7	3,079.4	3,079.4	3,079.4	0.0
GK	327,242	989	8,422	12.7	3,080.9	3,080.9	3,080.9	0.0
GL	328,207	1,779	16,222	4.7	3,084.8	3,084.8	3,084.8	0.0
GM	341,878	1,628	12,638	8	3,087.7	3,087.7	3,087.7	0.0
GN	343,364	1,490	13,288	6.9	3,086.7	3,086.7	3,086.7	0.0
GO	343,706	989	7,888	8.4	3,087.3	3,087.3	3,087.3	0.0
GP	343,248	985	7,884	10.1	3,087.3	3,087.3	3,087.3	0.0
GQ	348,121	883	7,888	8.4	3,086.8	3,086.8	3,086.8	0.0
GR	348,621	483	2,487	10	3,086.7	3,086.7	3,086.7	0.0
GS	348,822	423	8,882	11.0	3,084.8	3,084.8	3,084.8	0.0
GT	348,287	433	3,347	12.2	3,102.8	3,102.8	3,102.8	0.0
GU	348,182	423	7,423	10.1	3,103.3	3,103.3	3,103.3	0.0
GV	351,722	423	8,228	9.1	3,103.8	3,103.8	3,103.8	0.0
GW	351,487	841	8,423	8	3,103.3	3,103.3	3,103.3	0.0
GX	352,874	423	1,423	8.8	3,103.8	3,103.8	3,103.8	0.0

Feet above confluence with Yellowstone River

FEDERAL EMERGENCY MANAGEMENT AGENCY

YELLOWSTONE COUNTY, MT  
AND INCORPORATED AREAS

FLOODWAY DATA

YELLOWSTONE RIVER

Figure 4 - Out Fall Water Surface Computations

**B.O.C.C. Regular**

Agenda Item 4. b.

**Meeting Date:** 10/25/2016

**Title:**

**Submitted By:** Teri Reitz, Board Clerk

---

**TOPIC:**

Release - Brookwood Subdivision - Lots 1 - 7 of Block 2, Lots 4 - 8 of Block 6, Lots 1 - 4 of Block 7 in Brookwood Subdivision

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Approve

---

**Attachments**

Release

---



Return to:  
KLJ - Billings  
2611 Gabel Road  
Billings, MT 59102

**EXHIBIT A**  
**RELEASE**  
**BROOKWOOD SUBDIVISION**

**THIS RELEASE**, made this 12<sup>th</sup> day of October, 2016, by the undersigned, **YUKON DEVELOPMENT CORP.**, and **YELLOWSTONE COUNTY**, a municipal corporation.

**WHEREAS**, the hereinafter described real property is subject to that certain Declaration of Restriction on Transfers and Conveyances (the "Declaration") dated the 8th day of November, 2007, and recorded the 21st day of December, 2007, under Document No 3449282, in the office of the Yellowstone County Clerk and Recorder; and

**WHEREAS**, said real property is also subject to the terms of that certain Subdivision Improvements Agreement by and between the undersigned dated the 18th day of December, 2007, and recorded the 21st day of December, 2007, under Document No. 3449280, in the office of the Yellowstone County Clerk and Recorder; and

**WHEREAS**, in accordance with the provisions of said Subdivision Improvements Agreement and the Declaration, all required public improvements to serve the hereinafter described real property have been constructed.

**NOW, THEREFORE**, in consideration of these premises, the undersigned do hereby declare and agree that all restrictions and conditions contained in said Declaration are hereby released and discharged, and shall be of no further force and effect, as the same relate to the following real property situated in Yellowstone County, Montana:

**Lots 1 through 7 of Block 2, Lots 4 through 8 of Block 6, Lots 1 through 4 of Block 7 in Brookwood Subdivision, Yellowstone County, Montana, according to the official plat on file and of record in the office of the Clerk and Recorder of said county, under Document No. 3449279.**

IN WITNESS WHEREOF, the parties have executed this Release as of the day and year first above written.

YUKON DEVELOPMENT CORP.

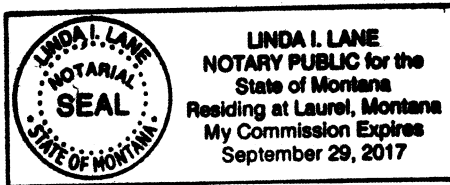
By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MONTANA )  
: SS  
County of Yellowstone )

On this 12 day of October, 2016, before me, a Notary Public in and for the State of Montana, personally appeared Alan Lees, known to me to be the President of YUKON DEVELOPMENT CORP., the corporation that signed the foregoing instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.



Linda I Lane  
Notary Public in and for the State of Montana  
Printed name: Linda I Lane  
Residing at Laurel  
My commission expires: September 29, 2017

COUNTY OF YELLOWSTONE  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

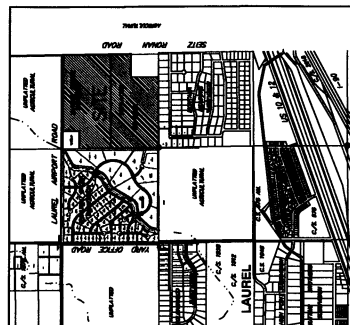
Attest: \_\_\_\_\_  
County Clerk

STATE OF MONTANA     )  
                                      : ss.  
County of Yellowstone    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public  
for the State of Montana, personally appeared \_\_\_\_\_,  
and \_\_\_\_\_, known to me to be representatives of the Board of  
Commissioners and the County Clerk and Recorder for Yellowstone County, Montana,  
the persons who signed the foregoing instrument and acknowledged to me that they  
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial  
Seal the day and year hereinabove written.

\_\_\_\_\_  
Notary Public for the State of Montana  
Printed name: \_\_\_\_\_  
Residing in Billings, Montana  
My commission expires: \_\_\_\_\_



**VICINITY MAP**  
**NOT TO SCALE**



**SCALE : 1"=100'**

**REALTY EXECUTIVES**  
**ALAN LEES**  
**406-698-4240**



**Rocky Mountain Bank**  
Great Things Happen!



**ENGINEERING, INC.**  
Consulting Engineers and Land Surveyors

7300 North Trustack Way  
Billings, Montana 59102  
Phone (406) 656-5255  
[www.eagleac.com](http://www.eagleac.com)



**B.O.C.C. Regular**

Agenda Item 5.

**Meeting Date:** 10/25/2016

**Title:** TYLER TECHNOLOGY AMENDMENT TO ADD SOFTCODE

**Submitted For:** Mike Linder, Sheriff

**Submitted By:** Mary Matteson

---

**TOPIC:**

Request the Purchase of New World Softcode Software for Sheriff - Civil

**BACKGROUND:**

The New World software originally purchased for civil is non-functional and will not be supported at the end of the year. New World/Tyler have a proven product that will take the place of the current software.

**RECOMMENDED ACTION:**

Approved contract with one year maintenance as recommended

---

**Attachments**

SO CIVIL SOFTCODE

---



Document #: 1568-16A1A

## AMENDMENT

This amendment ("Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2016 ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Billings, with offices at 220 North 27<sup>th</sup> Street, Billings, MT 59103 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of June 1, 1993 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and/or services set forth in Exhibits 1 and 2 to this Amendment will be provided to Yellowstone County Sheriff's Office, an authorized agency of Client, and are hereby added to the Agreement.
2. All invoicing for these services will be sent to Yellowstone County Sheriff's Office, 219 N. 26<sup>th</sup> Street, Billings, MT 59101. The following payment terms, as applicable, shall apply:
  - a. Additional software fees will be invoiced 100% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date").
  - b. Professional Services will be invoiced based on the following milestones: Site Visit (10%), Installation of Software (10%), Delivery of Training Database (40%), Training Completed (30%), and Commencement of Operational Use (10%).
  - c. Initial maintenance and support fees will be invoiced upon Amendment Effective Date.
  - d. Travel expenses shall be invoiced as incurred, as applicable.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. Should timely payment not be received by Yellowstone County Sheriff, the Client shall be liable for the fees due and payable under this Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Billings, MT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Greg Sebastian

Name: \_\_\_\_\_

Title: President, Public Safety Division

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Yellowstone County Sheriff, MT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **Exhibit 1**

### **Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Exhibit 1  
Investment Summary

YELLOWSTONE COUNTY SHERIFF'S OFFICE, MT  
(Add-On to Billings, MT Agreement/Server)

May 11, 2016

A. LICENSE FEES		
ITEM	DESCRIPTION	INVESTMENT

**LAW ENFORCEMENT RECORDS**

- 1. Additional New World Software for Law Enforcement Records**
  - Civil Paper Tracking and Receipting

**STANDARD SOFTWARE TO BE ADDED**

**SOFTCODE**

- |  |             |        |
|--|-------------|--------|
| <b>2. CivilServe Software (2 units)</b>  | \$9,970 ea. | 19,940 |
| <i>- Civil View (Attorney Portal)</i>  |             |        |
| <i>- SalesWeb (Sheriff's Sales Portal)</i>                                       |             |        |
| <i>- CivilMobile Server</i>  |             |        |
| <b>3. CivilMobile Client Software (3 units)</b>                                  | \$2,625 ea. | 7,875  |
| <i>Data Conversion is not included as part of this quote.</i>                    |             |        |
| <i>Standard import of names and addresses via Excel spreadsheet is included.</i> |             |        |

<b>NET SOFTWARE LICENSE FEE</b>	<b><u>\$27,815</u></b>
---------------------------------	------------------------

<b>LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT</b>	<b>(18,000)</b>
--	-----------------

<b>TOTAL SOFTWARE LICENSE FEES DUE</b>	<b><u>\$9,815</u></b>
--	-----------------------

*(Note: Softcode is a standalone product not integrated with New World Public Safety Software.)*

B. PROFESSIONAL SERVICES		
ITEM	DESCRIPTION	INVESTMENT

**PROFESSIONAL SERVICES**

- |      |   |         |
|------|---|---------|
| 1.   | Project Management Services as required:  | \$4,896 |
|      | - Project Management  |         |
|      | - Overall consultation and communication  |         |
|      | - Monthly status reports and project updates throughout the duration of the project |         |
|      | - Implementation Plan   |         |
| <br> |   |         |
| 2.   | Up to 2 days of Implementation Services is included for:                            | 2,912   |
|      | - Software Configuration & Deployment   |         |
| <br> |   |         |
| 3.   | Up to 5 days of Training Services are included for:                                 | 9,375   |
|      | - User Education and Training   |         |
|      | - Other Technical Support   |         |
|      | - Travel and Living Expenses Included   |         |
| <br> |   |         |
| 4.   | <b>APPLICATION SOFTWARE MODIFICATIONS</b>   |         |
|      | - County specific modifications to SoftCode CivilServe                              | \$3,640 |
|      | - Personalization & Customization   | \$7,280 |

<b>TOTAL IMPLEMENTATION SERVICES</b>	<b>\$28,103</b>
--------------------------------------	-----------------

C. TRAVEL AND LIVING EXPENSES (Estimate)		
ITEM	DESCRIPTION	INVESTMENT

- |    |  |         |
|----|--|---------|
| 1. | <b>TRAVEL AND LIVING EXPENSES</b> (Estimate) |         |
|    | Estimated 1 trip at \$2,380 per trip.        | \$2,380 |
|    | (Includes Travel Expenses)                   |         |

<b>TOTAL ONE TIME COST</b>	<b><u>\$40,298</u></b>
----------------------------	------------------------

D. MAINTENANCE AND SUPPORT FEES		
ITEM	DESCRIPTION	INVESTMENT

**1. MAINTENANCE AND SUPPORT AGREEMENT (Per Year Cost):**

Maintenance and Support to begin upon Effective Date. Support included at no cost for 6 months from Effective Date.

Year 1 Maintenance	\$2,921
Year 2 Maintenance	\$5,841

***PRICING VALID THROUGH AUGUST 12, 2016.***



## **Exhibit 2**

### **SoftCode Product Suite - Scope of Project - Statement of Work**

#### **Implementation Guide:**

- Tyler Technologies will provide an Implementation Guide containing the following:
  - A document providing an overview of support.
  - A spreadsheet which outlines the reference data needed to configure CivilServe along with an instructional sheet to assist in completing the spreadsheet.
  - Sign-off sheets for hardware/software requirements and customer responsibilities.
  - An overview of what a site visit entails.
  - A form to update with contact information.

#### **Site Visit:**

- A Tyler Technologies consultant will visit your office to walk through current procedures and help gather required forms and letters. This understanding of the way your county does business is invaluable in personalizing and configuring your system as well as designing a training plan that will best suit your needs.

#### **Installation and Training:**

- Our project manager will work with your County project manager and your I.T. department to schedule the installation.
- Our trainer will work with your county project manager to create a custom training schedule that allows your office to maintain your day to day operations during training.

#### **After Site Visit:**

- County will complete and return configuration spreadsheet, sign-off sheets, and contact form.
- All letters and/or correspondence needed in CivilServe will be sent to Tyler Technologies in Microsoft Word format.
- Any additional examples of custom report requests need to be sent to Tyler Technologies project manager.

#### **Personalization and Configuration Prior to Training:**

- SoftCode will personalize and configure your county's database based on the site visit.
- SoftCode will bookmark letters to be integrated with CivilServe.
- Custom reports will be created for your county.

#### **Prior to Training:**

- Installation will be completed.
- Course training materials will be provided to your county.

#### **Training & Go-Live:**

- Training will be provided by our experienced trainer.
- Go live while trainer is on-site and available for assistance.



**B.O.C.C. Regular**

Agenda Item 6. a.

**Meeting Date:** 10/25/2016

**Title:** Refund Tax Code A30801

**Submitted For:** Sherry Long, Treasurer

**Submitted By:** Emily Larson

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**TOPIC:**

Property Tax Refund Request for Tax Code A30801

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Approve

---

**Attachments**

Campbell A30801

---

# County of Yellowstone

ASSESSOR, TREASURER & SUPT. OF SCHOOLS

(406) 256-2802  
(406) 254-7928 (fax)  
P.O. Box 35010  
Billings, MT 59107-5010



Date: October 18, 2016

To: Yellowstone County, Board of Commissioners

From: Sherry Long, Yellowstone County Treasurer/Assessor/Supt. of Schools

RE: Refund for Tax Code **#A30801 (Campbell)**

BOCC:

I have been informed by Denise Haeker, Appraiser, Department of Revenue, that the taxes for Tax Code **#A30801** has been incorrectly appraised. When these taxes are re-calculated at the correct value for this property, it would result in a refund totaling **\$35.28 for tax years 2011-2015 (The 5 years allowed by law-MCA 15-16-603).**

I have enclosed the calculations and documentation from Montana Department of Revenue for your review of the Original General Tax, and the Revised (adjusted) General Tax.

**I am requesting authority to refund the additional erroneous taxes paid for tax years 2011-2015, totaling \$35.28.**

Your favorable consideration will be appreciated. If you have any questions, please contact me.

Thank you.

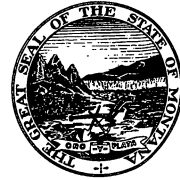
Sherry Long  
Yellowstone County Treasurer/Assessor/Supt. of Schools

Cc: Dion Campbell



**Mike Kadas**  
Director

# Montana Department of Revenue



**Steve Bullock**  
Governor

Date: October 13, 2016  
To: Sherry Long, Yellowstone County Treasurer/Assessor/Supt of Schools  
From: Denise Haeker, Appraiser  
RE: A30801, Campbell

Ms. Long:

*Campbell (per Ms Haeker 10/13/2016)*  
We have made changes to the ~~Manoueo~~ property for the 2016 tax year due to their filing of an AB26, Informal Review form for the current reappraisal cycle.

At the time of review, an appraiser remeasured and corrected the square footage of the basement as well as made other characteristic changes for the entire property.

As a result, the overall value would have been reduced from \$188,500 to \$187,700 for the 2009 reappraisal cycle and from \$235,400 to \$227,500 for the current reappraisal cycle.

I have provided a copy of what the new general tax calculation would have been for tax years 2009-2015. On the report is also the general taxes that were paid showing an overall refund amount for those years.

If you have any questions, please feel free to contact me at 896-4025.

# County of Yellowstone

ASSESSOR, TREASURER & SUPT. OF SCHOOLS

(406) 256-2802  
(406) 254-7928 (fax)  
P.O. Box 35010  
Billings, MT 59107-5010



**COPY**

**RECEIVED**

**OCT 04 2016**

MT DEPT OF REVENUE  
YELLOWSTONE CO

Date: October 4, 2016

To: Paula Montague, Department of Revenue

From: Sherry Long, Yellowstone County Treasurer/Assessor/Supt. of Schools

RE: Tax Code A308010 (Campbell)

A handwritten signature in cursive script, appearing to read "Sherry Long", written over a circular stamp.

Ms. Montague:

Please see enclosed copy of the email I received on October 4, 2016 from Dion Campbell. Dion is requesting a refund for his 2011-2015 taxes for any applicable adjustments for these years based on the AB-26 review of his property due to erroneous square footage etc.

I would appreciate it if you will please furnish me with any corrections to the assessed value and taxes, for tax years 2011-2015 that you determine as over assessed/taxed.

If you have any questions, please contact me.

Thank you.

Cc: Dion Campbell

**State Of Montana**  
Department of Revenue

Geo-code:

03-1033-22-2-20-07-0000

**NOTE:**

**LAND**

2015 ReAppraisal Value	2015	2016
44,589.00	44,589	44,589
	1.35%	1.35%
	602	602

Dion J Campbell @ 345 Uinta Park Dr. Taxcode/A30801 591105
Tax Rate:
Taxable Value

**IMPROVEMENTS**

2015 ReAppraisal Value	2015	2016
182,911	182,911	182,911
	1.35%	1.35%
	2,469	2,469

Tax Rate:
Taxable Value

Total ReAppraisal	227,500	227,500
	3,071	3,071
School District	686,66000	686,66000
2	2,108.90	2,108.90
	2,129.32	

Total ReAppraisal Value
Total Taxable Value:
Mill Levy
Total Taxes
2015 General Taxes Paid



## Department of Revenue

## Calc New Market Value - Residential Property

03-1033-22-2-20-07-0000

## NOTE:

LAND		0.1666	0.333	0.5	0.666	0.833	1.0
2008	VBR						
	2009						
	ReAppraisal Value	2009	2010	2011	2012	2013	2014
17,433	44,012	21,861	26,283	30,722	35,134	39,573	44,012
		36.80	39.50	41.80	44.00	45.50	47.00
		13,816	15,901	17,880	19,675	21,567	23,326
		2,930	2,820	2,720	2,630	2,540	2,470
		405	448	486	517	548	576
Exemption Rate							
Phase In Market Value							
Tax Rate:							
Phase In Taxable Value							

Dion Campbell @ 345 Uinta Park  
 Dr, Taxcode A30801

## IMPROVEMENTS

IMPROVEMENTS														
2008	VBR	2009	0.1666		0.333		0.5		0.666		0.833		1.0	
ReAppraisal Value			2009				2011		2012		2013		2014	
112,667		143,688	117,835		122,996		128,177		133,326		138,507		143,688	
			36.80		39.50		41.80		44.00		45.50		47.00	
			74,471		74,412		74,599		74,662		75,486		76,154	
			2,930		2,820		2,720		2,630		2,540		2,470	
Total		Total	2,182		2,098		2,029		1,964		1,917		1,881	
VBR		ReAppraisal												
130.100		187.700	88.287		90.313		92.419		94.337		97.053		99.480	
			2.587		2.548		2.513		2.481		2.435		2.437	
Mill Levy			450.12		450.12		450.12		450.12		450.12		450.12	
Total Taxes			1,164.46		1,146.01		1,132.05		1,116.75		1,109.55		1,105.94	
General Taxes Paid							1,134.75		1,119.90		1,114.05		1,110.45	
Total TAXABLE VALUE														
Total TAXABLE VALUE														
Exemption Rate														
Phase In Market Value														
Tax Rate:														
Phase In Taxable Value														
Total TAXABLE VALUE														
Total TAXABLE VALUE														

**B.O.C.C. Regular**

Agenda Item 6. b.

**Meeting Date:** 10/25/2016

**Title:** Refund Tax Codes A13425 and A13424

**Submitted For:** Sherry Long, Treasurer

**Submitted By:** Emily Larson

---

**TOPIC:**

Property Tax Refund Request for Tax Codes A13425 and A13424

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Approve

---

**Attachments**

Jarratt

---

# County of Yellowstone

ASSESSOR, TREASURER & SUPT. OF SCHOOLS

(406) 256-2802  
(406) 254-7928 (fax)  
P.O. Box 35010  
Billings, MT 59107-5010



Date: October 18, 2016

To: Yellowstone County, Board of Commissioners

From: Sherry Long, Yellowstone County Treasurer/Assessor/Supt. of Schools

RE: Refund for Tax Code **#A13425** and **A13424** (Jarratt)

BOCC:

I have been informed by Luke Mann, Appraiser, Department of Revenue, that the taxes for Tax Code **#A134250** and **A134240** has been incorrectly appraised. When these taxes are re-calculated at the correct value for this property, it would result in a refund totaling **\$1,576.95** for the 2015 tax year.

I have enclosed the calculations and documentation from Montana Department of Revenue for your review of the Original General Tax, and the Revised (adjusted) General Tax.

**I am requesting authority to refund the additional erroneous taxes paid for tax year 2015, totaling \$1,576.95.**

Your favorable consideration will be appreciated. If you have any questions, please contact me.

Thank you.

  
Sherry Long

Yellowstone County Treasurer/Assessor/Supt. of Schools

Cc: Mr. and Mrs. Jarratt



# Montana Department of Revenue

**Mike Kadas**  
Director  
October 13, 2016



**Steve Bullock**  
Governor

TO: Sherry Long  
Yellowstone County Treasurer/Assessor  
P.O. Box 35010

RE: Tax Refund  
Mr. and Mrs. Jarratt  
Property: 1153 & 1149 Yellowstone Ave.  
Tax Code: A13424 & A13425

**RECEIVED**

**OCT 17 2016**

MT DEPT OF REVENUE  
YELLOWSTONE CO

This letter is in response to your request for refund. The following is a breakdown of the overpayment of general taxes for 2015.

Tax Code	Tax year	Actually paid	Adjusted	Refund	Total
A134250	2015	\$1,974.54	\$1,186.40	\$788.14	
A134240	2015	\$1,975.21	\$1,186.40	\$788.81	
					<u>\$1,576.95</u>

Adjustment was made in the 2016 tax record to reflect the proper value so that the 2016 billing would be correct. If you have any questions you can reach me at (406) 896-4003.

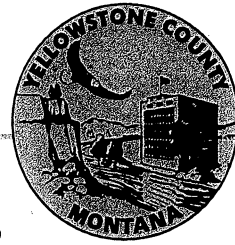
Respectfully,

Luke Mann  
Appraiser, Yellowstone County  
175 N 27<sup>th</sup> St. Suite 1400

# County of Yellowstone

ASSESSOR, TREASURER & SUPT. OF SCHOOLS

(406) 256-2802  
(406) 254-7928 (fax)  
P.O. Box 35010  
Billings, MT 59107-5010



**RECEIVED**

**OCT 07 2016**

**MT DEPT OF REVENUE  
YELLOWSTONE CO**

Date: October 7, 2016

To: Paula Montague, Department of Revenue

From: Sherry Long, Yellowstone County Treasurer/Assessor/Supt. of Schools

RE: Tax Code A13424 and A13425 (JARRATT)

Ms. Montague:

Please see enclosed copy of the letter I received October 7, 2016 from Mr. and Mrs. Jarratt. They are requesting a refund for their 2015 taxes that they paid based on an informal review due to an AB-26 being filed with the Department of Revenue.

I would appreciate it if you will please furnish me with any corrections to the assessed value and taxes, for tax year 2015 that the Department of Revenue determines were over assessed/taxed.

If you have any questions, please contact me.

Thank you.

Cc: Mr. & Mrs. Jarratt

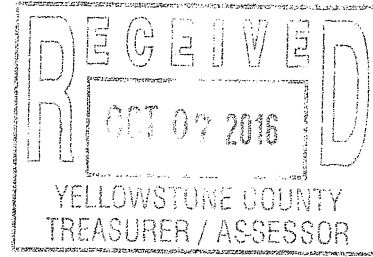


Sherrie Long

Yellowstone county Treasurer

P.O. 35010/ Room 108


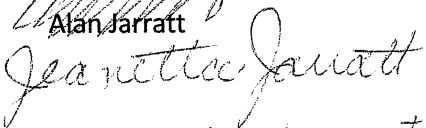
Billings, Mt 59107



Dear Sherry,

As per our conversation on Wednesday October 5 2016 I am requesting a re-imbursement for the portion of property taxes for the year 2015 I was over charged due to property re appraisal. Taxes almost doubled from 2014 to 2015. 1153 Yellowstone Ave -A13424, 1149 Yellowstone- A13425

Sincerely,

  
Alan Jarratt  
  
Jeanette Jarratt

**B.O.C.C. Regular**

**Agenda Item 7.**

**Meeting Date:** 10/25/2016

**Title:**

**Submitted By:** Teri Reitz, Board Clerk

---

**TOPIC:**

**PERSONNEL ACTION REPORT - IT Department - 1 Appointment**

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Approve

---

**Attachments**

PAR

---

OCT 13 2016

# YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

## Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: LLoyD SWORDS Effective Date: 10/17/16  
Current Title: IT SENIOR SUPPORT SPECIALIST Gr. G Salary \$ 20.35/HR  
Title Change: \_\_\_\_\_ Gr. \_\_\_\_\_ Salary \$ \_\_\_\_\_

### Check as Applicable:

Regular Full Time:	<u>X</u>	New Hire:	<u>X</u>
Regular Part Time:	_____	Rehire:	_____
Temp Full Time:	_____	Termination:	_____
Temp Part Time:	_____	Promotion:	_____
Seasonal Hire:	_____	Transfer:	_____
Replaces position	_____	Demotion:	_____
Name <u>Debbie Fraker</u>	_____	Reclassification:	_____
New Budgeted Position	_____		
Other:	_____		

Funding: 1000 - 115 - 410580 - 111 Percent 100 New Account \_\_\_\_\_  
Percent \_\_\_\_\_ Split Account \_\_\_\_\_

Gys Seaton 10/13/16  
Elected Official/Department Head Date

## Section 2

Human Resources:	Finance:
Note: <u>ROS followed - CT</u>	Note: _____
<u>10-13-16</u>	<u>10/13/16</u>
Director _____ Date _____	Director _____ Date _____

H.R. Comments: \_\_\_\_\_ Commissioner's Action  
Approve Disapprove

Date entered in payroll \_\_\_\_\_ Chair AD \_\_\_\_\_  
Clerk & Recorder - original Member \_\_\_\_\_  
Human Resources - canary Member \_\_\_\_\_  
Auditor - pink \_\_\_\_\_

Department - goldenrod

revised 02/13

**B.O.C.C. Regular**

Agenda Item 1. a.

**Meeting Date:** 10/25/2016

**Title:** Executed Hulteng Contract

**Submitted For:** John Ostlund

**Submitted By:** Jeff Martin, Clerk And  
Recorder

---

**TOPIC:**

Executed Service Contract with Hulteng CCM, Inc. for Jail Expansion Project

**BACKGROUND:**

Conditionally approved pending legal review at the October 18, 2016, B.O.C.C. meeting.  
Placed on file to keep an accurate record of contracts pertaining to the jail expansion.

**RECOMMENDED ACTION:**

File

---

**Attachments**

Executed Hulteng Service Contract

---

## Jeff Martin

---

**From:** Kevin Gillen  
**Sent:** Wednesday, October 19, 2016 2:31 PM  
**To:** Jeff Martin  
**Cc:** James Matteson  
**Subject:** FW: Owner Rep Contract YCDC  
**Attachments:** Owner Rep Contract YCDC.doc

Jeff

I reviewed this date the attached Owner Rep contract.

Please be advised that this proposed agreement is legally sufficient and ready, as far as I am concerned to be executed.

Should you have any questions, kindly advise

**From:** James Matteson  
**Sent:** Monday, October 17, 2016 7:57 AM  
**To:** Kevin Gillen <[kgillen@co.yellowstone.mt.gov](mailto:kgillen@co.yellowstone.mt.gov)>; Dan Schwarz <[dschwarz@co.yellowstone.mt.gov](mailto:dschwarz@co.yellowstone.mt.gov)>  
**Subject:** Owner Rep Contract YCDC

Proposed contract with Hulteng to act as Y.C. owner representative




## **PROFESSIONAL SERVICES CONTRACT**

This Contract is entered into this 18<sup>TH</sup> day of OCTOBER 2016, by and between Yellowstone County, Billings, Montana, hereinafter referred to as the "**OWNER**" and HULTENG CCM, INC. hereinafter referred to as "**CCM**". The Owner hereby employs CCM to perform necessary duties as the Owner's Construction Representative on the Yellowstone County Detention Facility Expansion.

### **SCOPE OF PROFESSIONAL SERVICES TO BE PROVIDED:**

CCM agrees to perform, in a professional, timely manner, all of the duties, both expressed and implied, that relate to the following scope of services:

- a) Act as the Owner's Representative in providing advisory support services for preliminary planning and cost estimating, and pre-construction, construction and post occupancy phases of the projects.
- b) Provide guidance on critical time path needs for assigned projects;
- c) Attend, conduct, and assist the Owner at Project meetings, including meetings with the Architect/Engineer, Contractor(s), Consultants, AHJ's and the Owner;
- f) Facilitate open communications among all parties, to help to avoid adversarial interaction and to promote a sense of trust and teamwork in order to accomplish the execution of the project and to see that the projects are complete at the lowest possible cost and with the highest degree of quality and workmanship that are consistent with the plans and specifications for the projects;
- h) Attend and advise of meetings with the Owner, consultants and contractors;
- i) Assist the Owner, contractor and consultants in obtaining necessary required permits or approvals;
- j) Assist the Owner in contract negotiations with consultants and contractors;
- k) Assist the Owner in reviewing bid responses from consultants and contractors;
- l) Meet with the Owner regularly on agreed basis, to review and discuss project progress;
- M) Assist the Owner in creating proper formatted RFQ's and RFP's following the state statutes
- N) Assist the Owner with Contracts for Designers and Contractors


  
Owner


  
CCM

**SCOPE OF OWNER'S RESPONSIBILITIES:**

To complement the scope of work of the Owners Representative, and expedite the overall project, the Owner acknowledges that it has certain tasks and responsibilities, including:

- a) The Owner shall provide to CCM complete information regarding the Owner's knowledge and complete requirements for the projects. The Owner shall be responsible for the accuracy and completeness of all reports, data, and other information furnished pursuant to this paragraph. CCM may use and rely on information furnished by the Owner in performing services under this agreement, and on the reports, data and other information furnished by Owner to the design professionals.
- b) The Owner shall be responsible for the remediation and dispensation at the site of any asbestos, PCB's, petroleum, hazardous materials and radioactive materials, and the consequences of such hazardous materials if present.
- c) The Owner shall examine information submitted by CCM and shall render decisions pertaining thereto promptly so as to not delay critical decisions and impact project time constraints.
- d) The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with CCM and consistent with this agreement and in accordance with the planning and scheduling requirements and budgetary constraints of the project.
- e) The Owner shall retain the services of design professional consultants whose services, duties and responsibilities shall be described in a written agreement between the Owner and design professionals. The services, duties and responsibilities set out under such agreement shall be compatible with this agreement and the contract documents. The Owner shall, in its agreement with the design professionals, require such professionals to perform its services in cooperation with CCM, consistent with this agreement and in accordance with the planning and scheduling requirements and budgetary constraints of the project as determined by the Owner and documented by CCM. Owner shall provide to CCM a copy of the agreement between Owner and design professionals, and the Owner represents to CCM that the terms of that agreement have been acknowledge by and are acceptable to the design professional.
- f) The Owner shall send to CCM, and shall require the design professionals to send to CCM, copies of all notices and communications sent to or received by Owner or design professionals relating to

  
Owner

  
CCM

the Projects. During the construction phase of the projects, the Owner shall require that the contractors submit all notices and communications relating to the project directly to CCM.

g) The Owner shall designate in writing an officer, employee or other authorized representative to act on behalf of the Owner with respect to the projects. This representative shall have the authority to approve changes in the scope of the projects and shall be available during working hours and as often as may be require to render decisions and to furnish information in a timely manner.

**LIMITATIONS:**

Nothing in this agreement shall be construed to mean that CCM assumes any of the responsibilities or duties of the Contractors or the Design professionals. The contractors will be solely responsible for construction means, methods, techniques, sequences and procedures uses in the construction for the projects, and for the safety of its personnel, property and its operations and for performing in accordance with the contract between the Owner and the contractors. The consultants are solely responsible for the overall design requirements and design criteria of the projects and shall perform in accordance with the agreement between the consultants and the Owner. CCM's services shall be rendered compatibly and in cooperation with the services provided by the consultants under the agreements between the Owner and the consultants. It is not intended that the services of the consultants and CCM be competitive or duplicative, but rather be complementary. CCM will be entitled to rely upon the consultants for the proper performance of services undertaken by the consultants pursuant to the agreement between the Owner and its consultants.

**TERM:**

The term of this contract will commence on October 18<sup>th</sup>, 2016, and terminate upon completion of herein stated project or 18 months from commencement. Either party reserves the right to terminate this contract at any time for the other parties' failure to perform their respective responsibilities. Should either party desire to terminate this contract for the other parties failure to perform their responsibilities, the terminating party shall provide a minimum of thirty (30) days written notice to the other party defining the failure of performance.

Owner

CCM

**COMPENSATION - BASIC FEE FOR PRECONSTRUCTION SERVICES:**

Compensation for Owner's Representatives Professional Services for Pre-Construction shall be reimbursed at the following rates:

Shane Swandal (Principal)	\$140 per hr
Eric Hulteng (Principal)	\$140 per hr
Senior Project Manager	\$115 per hr
Project Manager	\$ 95 per hr
Project Engineer	\$ 78 per hr
Administrative	\$ 52 per hr

**COMPENSATION – REIMBURSABLE EXPENSES:**

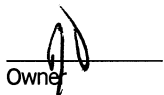

Reimbursable expenses shall be charged and include:

Insurance PL/GL	at cost prorated
Supplies/equipment	at cost
Reproduction	at cost
Vehicle travel	at current government rate
Travel hourly rate	\$85.00

All other reimbursable expenses not noted above will be billed at cost

**PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES:**

CCM shall submit monthly invoices within 10 days after end of each month for services performed during said month, and the Owner agrees to remit payment for these invoices within 15 days after receipt. Payments due and payable to CCM which are unpaid for more than thirty (30) days from the date of the invoice shall bear interest at the legal rate from the due date, compounded annually. In addition, CCM may, after giving seven (7) days' notice to the Owner, suspend services under this agreement until CCM has been paid in full all amounts due for services, expenses and charges.

 Owner  
 CCM

**INDEPENDENT CONTRACTOR:**

CCM is an independent contractor and not an employee of the Owner. CCM agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute that CCM, or any of its agents or employees, are the employees of the Owner for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.

**WORKER'S COMPENSATION:**

CCM agrees to provide all required worker's compensation coverage for its agents and employees during the term of this contract.

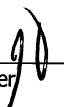
**INSURANCE:**

CCM will maintain general liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate, and errors and omissions (Professional Liability) coverage of \$1,000,000 naming the Owner as an additional insured party, and the costs for such insurance shall be reimbursed.

The Owner shall be responsible for purchasing and maintaining its own liability insurance. CCM, as an agent of the Owner, shall be named as an additional insured on any insurance policy obtained by the Owner and the subsequent contractors for the projects.

**INDEMNITY:**

CCM expressly agrees to hold harmless and indemnify the Owner, its elected officials, employees, and agents from liability, loss, or damage(s), including costs and reasonable attorney's fees for defense of the same that the Owner may suffer as a result of CCM's negligent acts, errors, or omissions, or the negligent acts, errors, or omissions of CCM's agents or employees in the performance of the professional services under contract.

Owner 

  
CCM



**LEGAL REMEDIES:**

Should either party commence litigation, arbitration, or mediation proceedings relating to this agreement, or to enforce or interpret any provisions of this agreement, the prevailing party shall be entitled to recover all reasonable expenses, including attorney fees, witness and expert witness fees and court costs.

The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District, Billings, Yellowstone County, Montana.

**ASSIGNMENT:**

CCM shall not sublet or assign any of the services covered by this contract without the express written consent of the Owner.

**EXTENT OF AGREEMENT:**

This contract constitutes the full and complete contract between the Owner and CCM. The provisions herein relating to the terms and conditions of this Professional Services Contract supersede any and all prior agreements, resolutions, practices, policies, rules and regulations concerning terms and conditions inconsistent with these provisions. Any modifications to this contract shall be made in writing signed by both parties. Any provisions of this contract found to be null and void does not constitute nullification of the remaining terms and conditions of this contract.

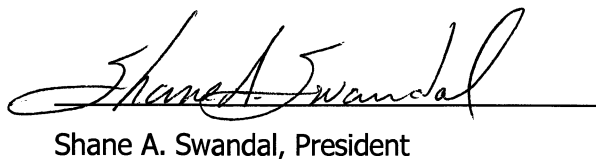
**IN WITNESS WHEREOF:**

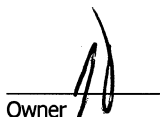
The parties hereby set their hands and seals this 19<sup>TH</sup> day of October, 2016:

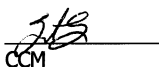
Yellowstone County  
Billings , Montana

Hulteng CCM, Inc.  
Billings, Montana

  
Yellowstone County Commissioner

  
Shane A. Swandal, President

  
Owner

  
CCM

**B.O.C.C. Regular**

Agenda Item 1. b.

**Meeting Date:** 10/25/2016

**Title:**

**Submitted By:** Teri Reitz, Board Clerk

---

**TOPIC:**

Taxing Jurisdiction Change in Valuation

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Place to file.

---

**Attachments**

Taxing Jurisdiction Change in Valuation

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### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016  
County: Yellowstone  
Taxing Jurisdiction: SD 12 - MOLT ELEMENTARY

Yellowstone County Commissioners  
RECEIVED

OCT 14 2016

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (3,580) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

If you have any questions, please contact Lorena Rickard at 406-896-4026

Prepared by: Lorena Rickard Prepared on: 10/14/2016

---

#### Request for Revised Certification of Taxable Value

If you believe this valuation change may have an impact on your mill levy calculations and revenue collections, submit this form to the Department of Revenue employee whose name you see on the "Prepared by" line above. *The original taxable value that was provided shall be the certified taxable value for this taxing jurisdiction unless you request a revised certification of taxable value within 5 working days from the date of this document.*

Based on the valuation change shown above, I, the undersigned hereby request the Department of Revenue to provide a revised certified taxable value for this taxing jurisdiction.

\_\_\_\_\_  
Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016  
County: Yellowstone  
Taxing Jurisdiction: BILLINGS HIGH SCHOOL

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (1,480,024) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

If you have any questions, please contact Lorena Rickard at 406-896-4026

Prepared by: Lorena Rickard Prepared on: 10/14/2016

---

#### Request for Revised Certification of Taxable Value

If you believe this valuation change may have an impact on your mill levy calculations and revenue collections, submit this form to the Department of Revenue employee whose name you see on the "Prepared by" line above. *The original taxable value that was provided shall be the certified taxable value for this taxing jurisdiction unless you request a revised certification of taxable value within 5 working days from the date of this document.*

Based on the valuation change shown above, I, the undersigned hereby request the Department of Revenue to provide a revised certified taxable value for this taxing jurisdiction.

\_\_\_\_\_  
Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016

County: Yellowstone

Taxing Jurisdiction: SD 3 - BLUE CREEK ELEMENTARY

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (25,588) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

If you have any questions, please contact Lorena Rickard at 406-896-4026

Prepared by: Lorena Rickard

Prepared on: 10/14/2016

---

#### Request for Revised Certification of Taxable Value

If you believe this valuation change may have an impact on your mill levy calculations and revenue collections, submit this form to the Department of Revenue employee whose name you see on the "Prepared by" line above. *The original taxable value that was provided shall be the certified taxable value for this taxing jurisdiction unless you request a revised certification of taxable value within 5 working days from the date of this document.*

Based on the valuation change shown above, I, the undersigned hereby request the Department of Revenue to provide a revised certified taxable value for this taxing jurisdiction.

\_\_\_\_\_  
Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date





### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016

County: Yellowstone

Taxing Jurisdiction: SD 7 - LAUREL ELEMENTARY

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (141,513) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

If you have any questions, please contact Lorena Rickard at 406-896-4026

Prepared by: Lorena Rickard Prepared on: 10/14/2016

---

#### Request for Revised Certification of Taxable Value

If you believe this valuation change may have an impact on your mill levy calculations and revenue collections, submit this form to the Department of Revenue employee whose name you see on the "Prepared by" line above. *The original taxable value that was provided shall be the certified taxable value for this taxing jurisdiction unless you request a revised certification of taxable value within 5 working days from the date of this document.*

Based on the valuation change shown above, I, the undersigned hereby request the Department of Revenue to provide a revised certified taxable value for this taxing jurisdiction.

\_\_\_\_\_  
Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016  
County: Yellowstone  
Taxing Jurisdiction: SD 7D - LAUREL ELEMENTARY

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (6,625) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

If you have any questions, please contact Lorena Rickard at 406-896-4026

Prepared by: Lorena Rickard Prepared on: 10/14/2016

---

#### Request for Revised Certification of Taxable Value

If you believe this valuation change may have an impact on your mill levy calculations and revenue collections, submit this form to the Department of Revenue employee whose name you see on the "Prepared by" line above. *The original taxable value that was provided shall be the certified taxable value for this taxing jurisdiction unless you request a revised certification of taxable value within 5 working days from the date of this document.*

Based on the valuation change shown above, I, the undersigned hereby request the Department of Revenue to provide a revised certified taxable value for this taxing jurisdiction.

\_\_\_\_\_  
Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016  
County: Yellowstone  
Taxing Jurisdiction: SD 17- MORIN ELEMENTARY

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (28,357) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

If you have any questions, please contact Lorena Rickard at 406-896-4026

Prepared by: Lorena Rickard Prepared on: 10/14/2016

---

#### Request for Revised Certification of Taxable Value

If you believe this valuation change may have an impact on your mill levy calculations and revenue collections, submit this form to the Department of Revenue employee whose name you see on the "Prepared by" line above. *The original taxable value that was provided shall be the certified taxable value for this taxing jurisdiction unless you request a revised certification of taxable value within 5 working days from the date of this document.*

Based on the valuation change shown above, I, the undersigned hereby request the Department of Revenue to provide a revised certified taxable value for this taxing jurisdiction.

\_\_\_\_\_  
Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016  
County: Yellowstone  
Taxing Jurisdiction: BROADVIEW HIGH SCHOOL

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (193,133) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

If you have any questions, please contact Lorena Rickard at 406-896-4026

Prepared by: Lorena Rickard Prepared on: 10/14/2016

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#### Request for Revised Certification of Taxable Value

If you believe this valuation change may have an impact on your mill levy calculations and revenue collections, submit this form to the Department of Revenue employee whose name you see on the "Prepared by" line above. *The original taxable value that was provided shall be the certified taxable value for this taxing jurisdiction unless you request a revised certification of taxable value within 5 working days from the date of this document.*

Based on the valuation change shown above, I, the undersigned hereby request the Department of Revenue to provide a revised certified taxable value for this taxing jurisdiction.

\_\_\_\_\_  
Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016

County: Yellowstone

Taxing Jurisdiction: SD 37 - SHEPHERD ELEMENTARY

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (28,955) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

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Prepared by: Lorena Rickard Prepared on: 10/14/2016

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\_\_\_\_\_  
Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date





### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016

County: Yellowstone

Taxing Jurisdiction: SD 52 - INDEPENDENT ELEMENTARY

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (5,999) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

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Prepared by: Lorena Rickard

Prepared on: 10/14/2016

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Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016

County: Yellowstone

Taxing Jurisdiction: SD 15 - CUSTER HIGH SCHOOL (K-12)

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (10,421) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

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Prepared by: Lorena Rickard

Prepared on: 10/14/2016

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Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016  
County: Yellowstone  
Taxing Jurisdiction: CITY OF BROADVIEW

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (12,003) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

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Prepared by: Lorena Rickard Prepared on: 10/14/2016

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Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016  
County: Yellowstone  
Taxing Jurisdiction: BROADVIEW CEMETERY

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (193,133) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

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Prepared by: Lorena Rickard Prepared on: 10/14/2016

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Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016

County: Yellowstone

Taxing Jurisdiction: COUNTY PLANNING

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (1,838,330) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

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Prepared by: Lorena Rickard Prepared on: 10/14/2016

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Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016  
County: Yellowstone  
Taxing Jurisdiction: CUSTER CEMETERY

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (10,421) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

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Prepared by: Lorena Rickard Prepared on: 10/14/2016

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Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date





### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016  
County: Yellowstone  
Taxing Jurisdiction: HUNTLEY CEMETERY

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (15,284) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

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Prepared by: Lorena Rickard Prepared on: 10/14/2016

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Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016  
County: Yellowstone  
Taxing Jurisdiction: LOCKWOOD FIRE DISTRICT #8

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (1,056,583) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

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Prepared by: Lorena Rickard Prepared on: 10/14/2016

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Title of Taxing Jurisdiction Official

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Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



## Taxing Jurisdiction Change in Valuation

Date: 10/14/2016

County: Yellowstone

Taxing Jurisdiction: LAUREL COUNTY PLANNING

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (77,431) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

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Prepared by: Lorena Rickard Prepared on: 10/14/2016

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Title of Taxing Jurisdiction Official

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Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016  
County: Yellowstone  
Taxing Jurisdiction: COUNTY ROAD FUND

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (955,359) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

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Prepared by: Lorena Rickard Prepared on: 10/14/2016

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Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016  
County: Yellowstone  
Taxing Jurisdiction: STATE EDUCATION

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (1,915,761) in taxable value.

A change in value has been identified that affects the calculation of the certified taxable value of the taxing jurisdiction listed above. This change occurred after the valuation in the above referenced taxing jurisdiction was certified but before the tax roll was provided for tax billing. Please note that the above change in taxable value will also result in an equivalent change in the Newly Taxable value therefore it is unlikely that a jurisdiction would be able to float additional mills due to a recertification.

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Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



### Taxing Jurisdiction Change in Valuation

Date: 10/14/2016

County: Yellowstone

Taxing Jurisdiction: WEED CONTROL

Re: Change in valuation for the 2016 tax year

The change in value for this taxing jurisdiction due to a revision is \$ (1,915,761) in taxable value.

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Prepared by: Lorena Rickard

Prepared on: 10/14/2016

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Title of Taxing Jurisdiction Official

\_\_\_\_\_  
Signature of Taxing Jurisdiction Official

\_\_\_\_\_  
Date



**B.O.C.C. Regular**

Agenda Item 1. c.

**Meeting Date:** 10/25/2016

**Title:**

**Submitted By:** Teri Reitz, Board Clerk

---

**TOPIC:**

Montana Association of Counties Renewal for Vision Coverage

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Place to file.

---

**Attachments**

Vision

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# Montana Association of Counties

*Health Care Trust*

2717 SKYWAY DRIVE, SUITE D, HELENA, MT 59602  
(406) 443-8102 (toll free) 866-669-6428 Fax (406) 443-8103  
[www.mtcounties.org/hct](http://www.mtcounties.org/hct)

4

October 12, 2016

Yellowstone County Commissioners  
PO Box 35000  
Billings, MT 59107

Yellowstone County Commissioners  
RECEIVED

OCT 17 2016  
*[Signature]*

Dear Yellowstone County Commissioners,

Thank you for renewing with the MACo Health Care Trust for the 2017 plan year. We look forward to continuing to provide quality service and benefits to your eligible employees and elected officials.

The benefits selected by your member group are listed below:

*Benefits Elected*

*Plans Elected*

Thank you for reviewing this information carefully. If you have any questions or concerns please contact me or Pam Walling at 406-366-6893.

Sincerely,

*Alyce Bailey*

Alyce Bailey  
Trust Administrator

**B.O.C.C. Regular**

Agenda Item 1. d.

**Meeting Date:** 10/25/2016

**Title:**

**Submitted By:** Teri Reitz, Board Clerk

---

**TOPIC:**

County Variance 284 - 3150, 3246 & 3316 King Avenue East

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Place to file.

---

**Attachments**

Variance

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# Planning Division

## Planning & Community Services Department

"Serving Billings, Broadview and Yellowstone County"



2825 3<sup>rd</sup> Avenue North  
Miller Building, 4<sup>th</sup> Floor  
Billings, Montana 59101  
Phone: (406) 247-8676  
Fax: (406) 657-8327

Yellowstone County Commissioners  
RECEIVED

OCT 17 2016

October 14, 2016

**Land Use Contrary to Zoning  
County Variance #284  
Project Number: PZ-16-0181**

Dear Property Owner:

This is to inform you of the following notice recently submitted to the City/County Planning Department:

**County Variance 284 – 3150, 3246 & 3316 King Ave East – Land Use Contrary to Zoning –**

A request to conduct a public forum for the proposed future use of these lots for public parking to the benefit of the County Detention Facility on the north side of King Avenue East. This use normally requires an application for special review approval. The County will not be submitting a special review. The County Board of Adjustment has no power to approve, deny or attach conditions to the proposed use. State law (MCA 76-2-402) requires a forum before the Board of Adjustment to receive public comment. The property is within the Residential 15,000 (R-150) zoning district and is described as C/S 1334, Parcel 1 & Parcel 1A, and Cissel Acreage Tracts Subdivision Tract 2, a 13.047 acre parcel of land. Tax IDs: D01861, A19369 & D01862.

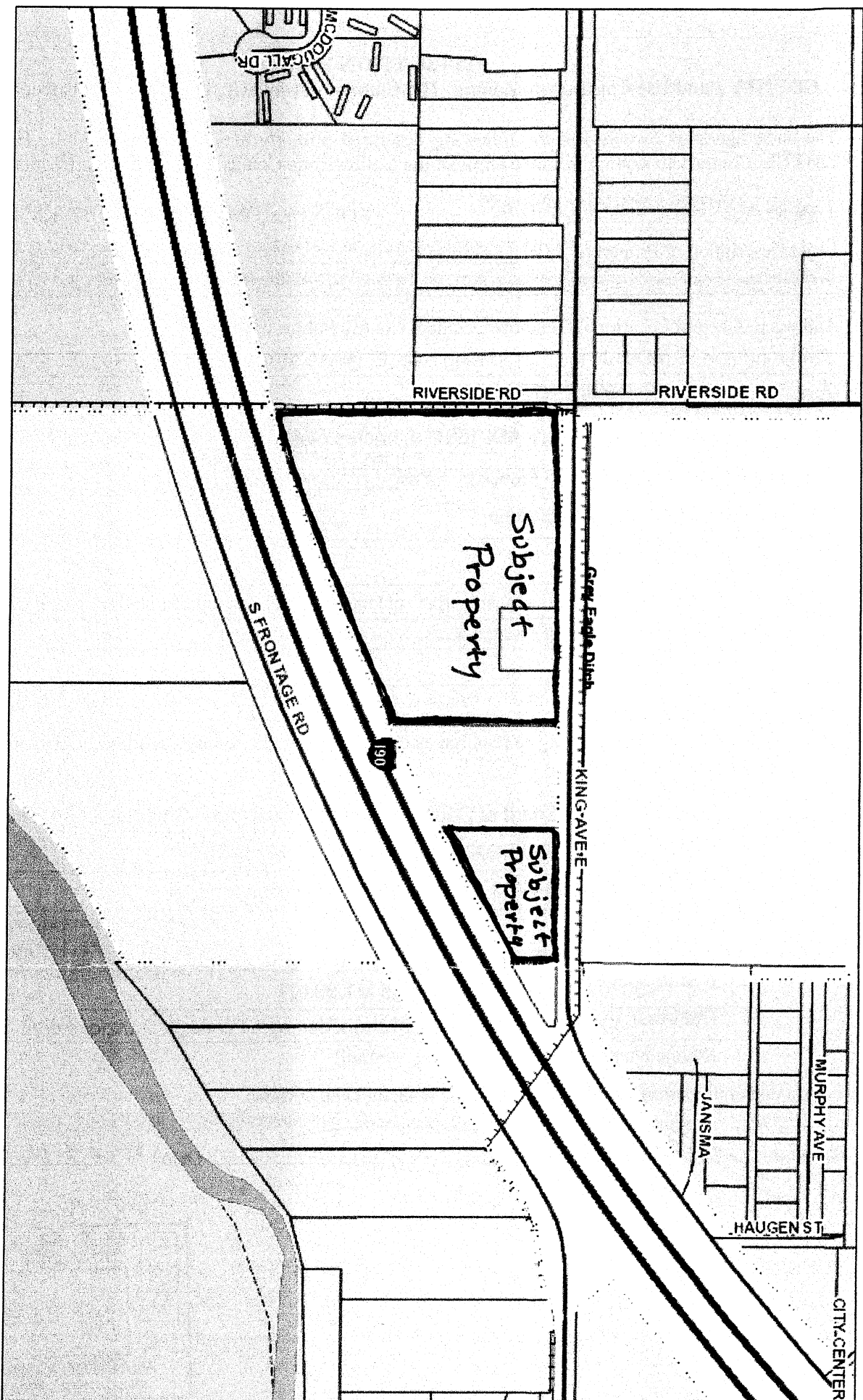
The Board of Adjustment of Yellowstone County will hold a public hearing to allow public comment on this application on **Thursday, November 10, 2016 at 4:00 p.m.** in the City Conference Room, 1<sup>st</sup> Floor, Miller Building at 2825 3<sup>rd</sup> Avenue North, Billings, MT.

The County Board of Adjustment will hear all persons wishing to speak relative to the proposed Land Use Contrary to Zoning – Variance #284. Testimony regarding the above mentioned items may also be submitted in writing to the Planning Division, 2825 3<sup>rd</sup> Avenue North, 4<sup>th</sup> Floor Miller Building, Billings, MT 59101 or phone 247-8676. Additional information on any of these items is available in the Planning and Community Services Office. Public hearings are accessible to individuals with physical disabilities. Special arrangements for participation in the public hearings by individuals with hearing, speech, or vision impairment may be made upon request at least three days prior to the hearing. Please notify Tammy Deines, Planning Clerk, at 247-8610 or e-mail at [deinest@ci.billings.mt.us](mailto:deinest@ci.billings.mt.us)

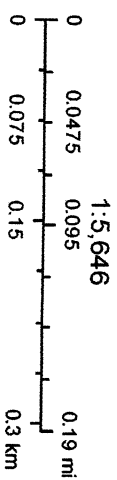
Sincerely,

**The Staff of the City/County Planning Department**

# County Var 284 - Parking Lot - LUCZ



October 6, 2016





**SCHUTZ FOSS**  
ARCHITECTS, P.C.  
ARCHITECTURE • INTERIORS • PLANNING

September 27, 2016

Carlotta Hecker, Chair  
Yellowstone County, Board of Adjustment  
2825 3<sup>rd</sup> Ave. N., 4<sup>th</sup> Floor  
Billings, MT 59101

Re: Yellowstone County Land Use Contrary to Zoning Application  
Yellowstone County Detention Facility Addition/Remodel #1629  
Parcel ID #: D01861, A19369, D01862

Dear Carlotta,

Yellowstone County owns (3) parcels of properties south of King Avenue East, across the street from the Yellowstone County Detention Facility. The properties are zoned "Residential 15000". Tax identification numbers: #D01861, #A19369, #D01862.

The Yellowstone County Detention Center, located on property within City of Billings jurisdiction, is in the process of adding a 27,324 SF Women's Housing Unit and a 4,474 SF Storage Addition. The housing unit is needed to help alleviate the current population overcrowding at the facility. The storage addition will add general storage that is being absorbed by a Kitchen/Laundry Remodel.

Yellowstone County would like to use the properties within the Yellowstone County Jurisdiction for future parking and/or storage to support the Yellowstone County Detention Facility. The parking will be used for Yellowstone County employees. Storage will utilize existing structures and/or new storage structures could be constructed in future. There is currently no definitive plans for the property, but Yellowstone County is notifying the Board of Adjustments of their intent in the future. Since the properties are zoned "Residential 15000", Yellowstone County is providing application for "County Land Use Contrary to Zoning" for a public hearing and comment at this time.

Sincerely,

By 

Allen Rapacz, President



# CERTIFICATE OF SURVEY NO. 1334 (FIRST AMENDMENT)

LOCATED IN GOV'T. LOT 2, SEC. 15, T. 1 S., R. 26 E., P.M.M.,  
YELLOWSTONE COUNTY, MONTANA

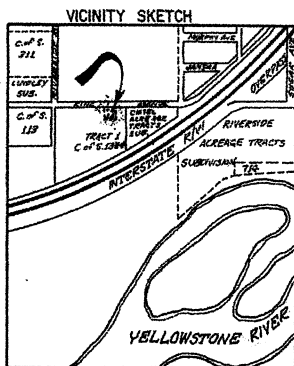
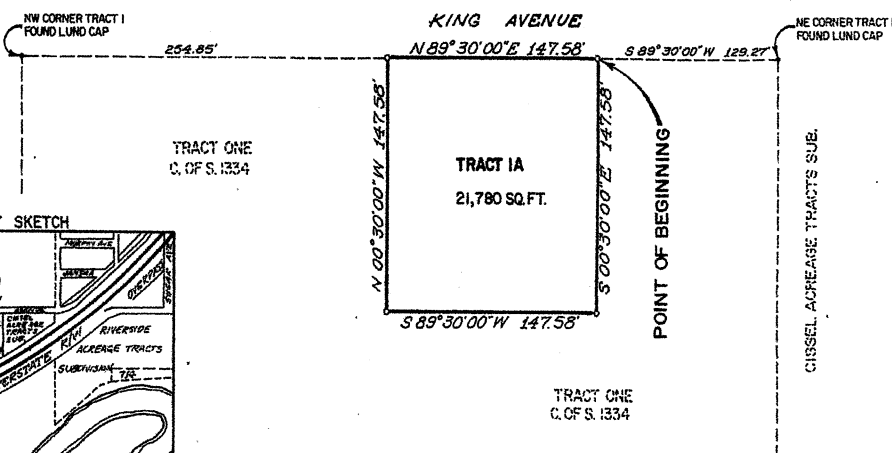
FOR: WM. TAYLOR  
BILLINGS, MONTANA

BY: ATLAS ENGINEERS, INC.  
2511 OLD HARDIN ROAD  
BILLINGS, MONTANA

JUNE, 1976

NORTH

SCALE: 1"=50'



SCALE: 1"=800'

## CERTIFICATE OF SURVEY

STATE OF MONTANA )  
COUNTY OF YELLOWSTONE )

Filed & approved SEP 30 1976  
at 9:47 o'clock A.M.  
Document No. 1030358

THIS IS TO CERTIFY THAT JAMES L. HANN, A REGISTERED LAND SURVEYOR, REGISTRATION NO. 2795 S, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT DURING THE MONTH OF JUNE, 1976, AT THE REQUEST OF THE OWNERS AND IN CONFORMANCE WITH SECTION 11-3862, REVISED CODES OF MONTANA 1947 AS AMENDED, A SURVEY AND THE ANNEXED DRAWING WERE MADE UNDER HIS SUPERVISION OF A CERTAIN TRACT OF LAND BEING A PORTION OF TRACT 1, CERTIFICATE OF SURVEY NO. 1334 WHICH IS LOCATED IN GOV'T LOT 2, SECTION 15, T. 1 S., R. 26 E., P.M.M., YELLOWSTONE COUNTY, MONTANA, AND SAID CERTAIN TRACT BEING MORE PARTICULARLY DESCRIBED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 1 WHICH IS LOCATED 500' 30" W A DISTANCE OF 129.27 FEET FROM THE NORTH-EAST CORNER OF SAID TRACT 1; THENCE 500' 30" W A DISTANCE OF 147.58 FEET THENCE 89° 30' 00" W A DISTANCE OF 147.58 FEET THENCE 89° 30' 00" W A DISTANCE OF 147.58 FEET THENCE 89° 30' 00" W A DISTANCE OF 147.58 FEET TO THE POINT OF BEGINNING CONTAINING 21,780 SQUARE FEET AND THAT THE DIMENSIONS SHOWN ON THE ANNEXED DRAWING CONFORM WITH THE WORK DONE ON THE GROUND.

*James L. Hann*  
JAMES L. HANN, 2795 S  
MONTANA REGISTERED LAND SURVEYOR

STATE OF MONTANA )  
COUNTY OF YELLOWSTONE )

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA, THIS 24th DAY OF August, 1976.

*Edison E. Hahn*  
NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA  
RESIDING IN BILLINGS, MONTANA

## CERTIFICATE

WILLIAM E. TAYLOR AND MARY I. TAYLOR, HUSBAND AND WIFE, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE OF SURVEY THAT IT IS EXEMPT FROM REVIEW AS A SUBDIVISION UNDER THE MONTANA SUBDIVISION AND PLATTING ACT PURSUANT TO SECTION 11-3862 (6) (a), BECAUSE IT IS SUBDIVIDED FOR THE PURPOSE OF MAKING A GIFT OR SALE TO A MEMBER OF OUR IMMEDIATE FAMILY; AND THAT THE UNDERSIGNED HAVE NOT WITHIN THE PAST TWELVE MONTHS MADE ANY OTHER SALE OR TRANSFER OF THE TRACT (OR OF THE TRACTS CONTIGUOUS THERETO THAT THE UNDERSIGNED MAY OWN) OF WHICH THE PROPERTY DESCRIBED IN THIS SURVEY IS A PART.

DATED THIS 30 DAY OF Aug, 1976

*William E. Taylor*  
WILLIAM E. TAYLOR  
*Mary I. Taylor*  
MARY I. TAYLOR

STATE OF MONTANA )  
COUNTY OF YELLOWSTONE )

ON THIS 26th DAY OF August, 1976, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED WILLIAM E. TAYLOR AND MARY I. TAYLOR, HUSBAND AND WIFE, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY ARE THE SAME.

*Edison E. Hahn*  
NOTARY PUBLIC IN AND FOR THE STATE OF MONTANA  
RESIDING AT Billings, Montana  
MY COMMISSION EXPIRES May 30, 1979

STATE OF MONTANA )  
COUNTY OF YELLOWSTONE ) 1030358

I HEREBY CERTIFY THAT THE ANNEXED MAP WAS FILED FOR RECORD IN MY OFFICE ON THE 30 DAY OF SEP 30 1976, 1976, A.T. 10:00 A.M.

CHECKED IN COUNTY SURVEYOR'S OFFICE

Sept 3, 1976 P.H. 200

CLERK AND RECORDER OF  
YELLOWSTONE COUNTY, MONTANA

**B.O.C.C. Regular**

Agenda Item 2. a.

**Meeting Date:** 10/25/2016

**Title:** Application to Use Courthouse Lawn

**Submitted For:** Brad Shoemaker, Emergency and General Services Director

**Submitted By:** Linda Oberg

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**TOPIC:**

Courthouse Lawn Application - Riverstone Health

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

N/A

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**Attachments**

App to Use Courthouse Lawn

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## YELLOWSTONE COUNTY

### APPLICATION FOR THE USE OF THE COURTHOUSE PARK

NAME OF ORGANIZATION Riverstone Health

ADDRESS 123 S 27th St, Bldg., MT 59101

PHONE NUMBER 406-747-3200

NAME OF CONTACT PERSON Clarence Valley

NAME OF EVENT Homeless Memorial

PURPOSE OF EVENT \_\_\_\_\_

DATE(S) OF EVENT 12.21.16

TIME OF EVENT(include setup and tear down time) 12:15 am/pm to 1:15 am/pm

APPROXIMATE NUMBER OF PEOPLE EXPECTED TO ATTEND 20

DESCRIPTION OF ANY EQUIPMENT THAT MAY BE PLACED ON LAWN OR  
SIDEWALKS (TABLES, TENTS, TRAILERS, PODIUM, ANIMALS, ETC.).

wireless PA audio mic & speaker

IF YOU HAVE ANY EXAMPLES OF FLIERS OR INFORMATIONAL PACKETS YOU  
WILL BE HANDING OUT, PLEASE INCLUDE WITH THIS APPLICATION.

PLEASE SUBMIT THIS APPLICATION TO ROOM 312 OF THE COUNTY COURTHOUSE OR  
MAIL TO:

YELLOWSTONE COUNTY GENERAL SERVICES  
PO BOX 35004  
BILLINGS, MT 59107  
PHONE: 256-2775  
FAX: 256-6947

### RULES FOR THE USE OF THE COURTHOUSE PARK

The Courthouse Park is a public park to be enjoyed by all citizens and visitors of Yellowstone County. To keep the park in the best possible condition, the following rules have been adopted by Yellowstone County.

1. All equipment and supplies needed for the event shall be provided by the applicant. Refuse shall be disposed of in the appropriate containers and/or removed from the park.
2. Any heavy objects such as trailers, equipment, animals, cooking equipment, garbage containers, ice chests, coolers, tents, etc., are not to be placed on the grass. Such items may be placed on the cemented areas only. The County reserves the right to review placement of all items on the Courthouse lawn and sidewalks to insure the adequate safety of the users and the public and to insure the best protection of the lawn, shrubs, trees, sidewalks, etc.
3. No vehicles of any kind shall be allowed in the park area.
4. Any damage to flowers, shrubs, sidewalks, trees, or any other County property in the Courthouse lawn area shall be itemized by the Facilities office and charged to the user within one week of the event.
5. No alcoholic beverages are allowed unless a permit is received from the Billings Police Department and provided to the County.
6. The Facilities Office (phone-256-2716) shall coordinate power usage, equipment placement, etc. All power cords, lights, and accessories shall be provided by the user.

I, Clarence Salley  
(Print Name)

FROM Riverstone Health  
(Organization)

hereby agree to the above rules for use of the Courthouse lawn on the date(s) of the event.

Signature

Date/Time

10.13.16 10:14 a.m.

Approved by Yellowstone County on 14th day of Oct 2016.

Signature

**B.O.C.C. Regular**

Agenda Item 2. b.

**Meeting Date:** 10/25/2016

**Title:** Application to Use Courthouse Lawn

**Submitted For:** Brad Shoemaker, Emergency and General Services Director

**Submitted By:** Linda Oberg

---

**TOPIC:**

Courthouse Lawn Application - Montana Citizens for I - 182

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

N/

a

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**Attachments**

App to Use Courthouse Lawn

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## YELLOWSTONE COUNTY

### APPLICATION FOR THE USE OF THE COURTHOUSE PARK

NAME OF ORGANIZATION Montana citizens for 1-182  
ADDRESS PO Box 11663, Helena, MT 59624  
PHONE NUMBER 215 920 1156  
NAME OF CONTACT PERSON Morgan Marks  
NAME OF EVENT Get out the vote Event  
PURPOSE OF EVENT Urge voters to vote early and vote yes on 182  
DATE(S) OF EVENT 10/20/16  
TIME OF EVENT(include setup and tear down time) 11:15 (am/pm) to 1:00 am/pm  
APPROXIMATE NUMBER OF PEOPLE EXPECTED TO ATTEND 30-40  
DESCRIPTION OF ANY EQUIPMENT THAT MAY BE PLACED ON LAWN OR  
SIDEWALKS (TABLES, TENTS, TRAILERS, PODIUM, ANIMALS, ETC.).  
Podium

IF YOU HAVE ANY EXAMPLES OF FLIERS OR INFORMATIONAL PACKETS YOU  
WILL BE HANDING OUT, PLEASE INCLUDE WITH THIS APPLICATION.

PLEASE SUBMIT THIS APPLICATION TO ROOM 312 OF THE COUNTY COURTHOUSE OR  
MAIL TO:

YELLOWSTONE COUNTY GENERAL SERVICES  
PO BOX 35004  
BILLINGS, MT 59107  
PHONE: 256-2775  
FAX: 256-6947



## RULES FOR THE USE OF THE COURTHOUSE PARK

The Courthouse Park is a public park to be enjoyed by all citizens and visitors of Yellowstone County. To keep the park in the best possible condition, the following rules have been adopted by Yellowstone County.

1. All equipment and supplies needed for the event shall be provided by the applicant. Refuse shall be disposed of in the appropriate containers and/or removed from the park.
2. Any heavy objects such as trailers, equipment, animals, cooking equipment, garbage containers, ice chests, coolers, tents, etc., are not to be placed on the grass. Such items may be placed on the cemented areas only. The County reserves the right to review placement of all items on the Courthouse lawn and sidewalks to insure the adequate safety of the users and the public and to insure the best protection of the lawn, shrubs, trees, sidewalks, etc.
3. No vehicles of any kind shall be allowed in the park area.
4. Any damage to flowers, shrubs, sidewalks, trees, or any other County property in the Courthouse lawn area shall be itemized by the Facilities office and charged to the user within one week of the event.
5. No alcoholic beverages are allowed unless a permit is received from the Billings Police Department and provided to the County.
6. The Facilities Office (phone-256-2716) shall coordinate power usage, equipment placement, etc. All power cords, lights, and accessories shall be provided by the user.

I, Morgan Marks  
(Print Name)

FROM Nantona citizens for 1-182  
(Organization)

hereby agree to the above rules for use of the Courthouse lawn on the date(s) of the event.

[Signature]  
Signature

10/17/16 10:15AM  
Date/Time

Approved by Yellowstone County on 20th day of Oct 2016.

[Signature]  
Signature

**B.O.C.C. Regular**

Agenda Item 3. a.

**Meeting Date:** 10/25/2016

**Title:** CONTRACT WITH JOHNS HOME & YARD FOR SNOW REMOVAL  
BEARTOOTH POINTE SUBDIVISION

**Submitted For:** James Matteson, Purchasing Agent

**Submitted By:** James Matteson, Purchasing Agent

---

**TOPIC:**

Contract with John's Home and Yard Service for snow removal for Beartooth Pointe Subdivision

**BACKGROUND:**

This contract is a continuation of services provided by John's Home & Yard Service in Beartooth Pointe Subdivision. They provided the same services in the subdivision last year and are contracting with the county to provide them again; the rates being charged this year are the same as in the previous contract. In most cases , since the rates and terms in the previous contract have not changed it would be extended another 12 months with an addendum but since the previous contract expired before it was renewed a new contract is required.

**RECOMMENDED ACTION:**

Sign the Contract and return a copy to the Purchasing Department

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**Attachments**

JOHNS HOME & YARD BEARTOOTH POINTE

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**Standard Form of Agreement between Owner  
and Contractor on the Basis of  
A Stipulated Price**

This agreement is dated as of the 18th day of October, 2016 by and between Yellowstone County, MT (hereinafter called Owner), and John's Home & Yard Service, PO Box 21460, Billings, MT 59104 (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Contractor shall provide snow removal services in Beartooth Pointe Estates, located north of Laurel, MT, as detailed in the attached Scope of Work.

2. Contract Times

The contract will go into effect October 18th, 2016 and expire May 31st, 2017.

3. Contract Price

Owner shall pay the Contractor \$400.00 for each snow plowing. Any additional work must be authorized by the Owner.

4. Contractor's Representation

- 4.1 Contractor has examined and reviewed the Contract documents and other related paperwork.
- 4.2 Contractor has visited the sites and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- 4.4 Contractor given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Owner's Scope of Work dated November 25, 2014.
- 5.3 Contractor's current certificate of general liability and worker's compensation insurance.

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 Contractor hereby agrees to defend, indemnify and hold harmless the Owner against claims for injuries to person or damages to property occurred from or in connection with the Contractor's performance under the Agreement. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any assertion or finding that Yellowstone County is liable for any damages by reason of a non-delegable duty.
- 6.3 The Contractor agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor, or any of his (or her, or its) agents or employees as the agent, employee or representative of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.
- 6.4 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Engineer subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA,

the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin by the persons performing under the contract.

- 6.5 Owner and Contractor each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.6 The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana.
- 6.7 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective October 18<sup>th</sup>, 2016.

OWNER:

Yellowstone County  
Billings, MT 59101

\_\_\_\_\_  
John Ostlund  
BOCC Chair

CONTRACTOR:

John's Home & Yard Service  
Billings, MT 59104

  
Matt Singer  
General Manager

10/13/2016

ATTEST:

\_\_\_\_\_  
Jeff Martin  
Clerk & Recorder

MS

**Snow Plowing in Beartooth Pointe Estates, RSID 703M**  
**Scope of Work – Specifications**

The scope of work includes but is not limited to the following:

- Yellowstone County is requesting price quotes for snow removal for roads, including cul-de-sacs, located in Beartooth Pointe Estates.
- Beartooth Pointe Estates is located north of Laurel, Montana off Valley Dr.. An aerial map showing its location and the streets to be plowed is available by contacting the County Public Works Department; a hard copy can be picked up or an electronic version emailed.
- The roads to be plowed are Timber Wolfe Trail, (starting at the mail boxes) and end where pavement ends. Coyote Ridge N, to where pavement ends. Coyote Ridge. S. to Lobo Dr. Right on Lobo Dr. until pavement ends. Left on Lobo Drive, ending at south boundary of 1715 Lobo Dr. **All driveways are to be left cleared from any snow piles.**
- Snow plowing will automatically be expected once 4-5 or more inches of snow have accumulated on the road surfaces to be plowed. The Ad-Hoc committee chairperson, Carla Oberg, may request snow plowing if less than 4-5 inches of snow have accumulated but she must request it.
- The County is requesting a per time Lump Sum Amount quote to plow the streets listed above; the amount of the quote will apply each time the roads are plowed regardless of the amount of snow on the roads.

All Contractors interested in submitting a price quote for this work are encouraged to visit the site(s) and verify or obtain their own measurements of lengths, widths, slopes and obtain any other data needed to perform this work.

- Coordinate with property owners and RSID Ad-Hoc members as necessary.

- o After completion of the work provide copies of the invoice to:  
Yellowstone County Public Works  
Ad-Hoc Committee

Member	<u>Carla Oberg</u>
Address	<u>1065 Timber Wolf Trail, Laurel, Mt. 59044</u>
Phone	<u>(406) 628-4225</u>
E-mail	<u>Carla@specialkranch.org</u>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Great West Insurance Services, LLC 2345 King Avenue West, Suite A  Billings MT 59102	CONTACT NAME: Pam Oberweiser CIIP, CISR PHONE (A/C No. Ext): (877)229-4553 FAX (A/C No): (866) 751-8096 E-MAIL ADDRESS: pam-oberweiser@leavitt.com
INSURED John's Home & Yard Service LLC PO Box 21460  Billings MT 59104	INSURER(S) AFFORDING COVERAGE INSURER A Midwest Family Mutual Ins Co NAIC # 23574 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER:05/2016-2017 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		ACMT0560095657	5/20/2016	5/20/2017	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
A	AUTOMOBILE LIABILITY			ACMT0560095657	5/20/2016	5/20/2017	GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS							
	<input checked="" type="checkbox"/> HIRED AUTOS							
A	UMBRELLA LIAB			CUMT0560099182	5/20/2016	5/20/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATU-TORY LIMITS	OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
E.L. DISEASE - POLICY LIMIT \$								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Project: Snow Removal & Mowing Yellowstone County is Additional Insured per contract

CERTIFICATE HOLDER  Yellowstone County Steve Krogstad PO Box 35015 Billings, MT 59107	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  P Oberweiser CIIP, CIS Pam Oberweiser
--	--

**B.O.C.C. Regular**

Agenda Item 3. b.

**Meeting Date:** 10/25/2016

**Title:** CONTRACT WITH JOHNS HOME & YARD SERVICE FOR SNOW  
REMOVAL WEST MEADOWS SUBDIVISION

**Submitted For:** James Matteson, Purchasing Agent

**Submitted By:** James Matteson, Purchasing Agent

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**TOPIC:**

Contract with Johns Home & Yard Service for Snow Removal at West Meadows  
Subdivision

**BACKGROUND:**

This contract is a continuation of services provided by John's Home & Yard Services in the West Meadows Subdivision. The Contractor provided the same service in the subdivision last year and is contracting with the County to continue providing the same service this year. Ordinarily with rates and terms the same as the previous year contracts can be extended for an additional 12 months with an addendum. However, since the previous Contract has expired before renewal, a new Contract is required.

**RECOMMENDED ACTION:**

Approve the Contract and return a copy to the Purchasing Department

---

**Attachments**

JOHNS HOME & YARD WEST MEADOWS

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## **Standard Form of Agreement between Owner and Contractor on the Basis of A Stipulated Price**

This agreement is dated as of the 18<sup>th</sup> day of October, 2016 by and between Yellowstone County, MT (hereinafter called Owner), and John's Home & Yard Service, PO Box 21460, Billings, MT 59104 (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1.     **Scope of Work**

Contractor shall provide snow removal services in West Meadows Subdivision, located west of Billings, MT off 80<sup>th</sup> Street West, as detailed in the attached Scope of Work.

2.     **Contract Times**

The contract will go into effect October 18th, 2016 and expire May 31, 2017.

3.     **Contract Price**

Owner shall pay the Contractor \$400.00 for each snow plowing. Any additional work must be authorized by the Owner.

4.     **Contractor's Representation**

4.1     Contractor has examined and reviewed the Contract documents and other related paperwork.

4.2     Contractor has visited the sites and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3     Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.4     Contractor given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Owner's Scope of Work.
- 5.3 Contractor's Price Quote Originally stated in email dated February 23, 2015.
- 5.4 Contractor's current certificate of general liability and worker's compensation insurance.

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 Contractor hereby agrees to defend, indemnify and hold harmless the Owner against claims for injuries to person or damages to property occurred from or in connection with the Contractor's performance under the Agreement.
- 6.3 The Contractor agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor, or any of his (or her, or its) agents or employees as the agent, employee or representative of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.
- 6.4 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Engineer subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and

there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin by the persons performing under the contract.

- 6.5 Owner and Contractor each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.6 The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana.
- 6.7 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective October 18th, 2016.

OWNER:

Yellowstone County  
Billings, MT 59101

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John Ostlund  
BOCC Chairman

CONTRACTOR:

John's Home & Yard Service  
Billings, MT 59104

---

Matt Singer  
General Manager

Attest:

---

Jeff Martin  
Clerk and Recorder

## Snow Plowing in West Meadows Subdivision, RSID 773M

### Scope of Work – Specifications

The scope of work includes but is not limited to the following:

- Yellowstone County is requesting price quotes for snow removal for roads, including cul-de-sacs, located in West Meadows Subdivision.
- West Meadows Subdivision is located west of Billings, Montana off 80<sup>th</sup> St W.. An aerial map showing its location and the streets to be plowed is available by contacting the County Public Works Department; a hard copy can be picked up or an electronic version emailed.
- The roads to be plowed are the paved portions of Monad Rd. Homewood Park Drive, Penta Circle, Whistler Way and Wood Duck Circle.
- **All driveways are to be left cleared from any snow piles.**
- Snow plowing will automatically be expected once 2 or more inches of snow have accumulated on the road surfaces to be plowed. The Ad-Hoc committee chairperson, Levi Britten, may request snow plowing if less than 2 inches of snow have accumulated but he must request it.
- The County is requesting a per time Lump Sum Amount quote to plow the streets listed above; the amount of the quote will apply each time the roads are plowed regardless of the amount of snow on the roads.

All Contractors interested in submitting a price quote for this work are encouraged to visit the site(s) and verify or obtain their own measurements of lengths, widths, slopes and obtain any other data needed to perform this work.

- Coordinate with property owners and RSID Ad-Hoc members as necessary.
  - After completion of the work provide copies of the invoice to:  
Yellowstone County Public Works  
Ad-Hoc Committee Member Levi Britton  
Address 7623 N. Leopard Ave. Billings Mt. 59106  
Phone (406) 690-6633  
Fax (406) 652-5163





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Leavitt Great West Insurance Services, LLC 2345 King Avenue West, Suite A Billings MT 59102		<b>CONTACT NAME:</b> Pam Oberweiser CIIP, CISR <b>PHONE (A/C No. Ext):</b> (877) 229-4553 <b>FAX (A/C No.):</b> (866) 751-8096 <b>E-MAIL ADDRESS:</b> pam-oberweiser@leavitt.com	
<b>INSURED</b> John's Home & Yard Service LLC PO Box 21460 Billings MT 59104		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Midwest Family Mutual Ins Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 05/2016-2017

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		ACMT0560095657	5/20/2016	5/20/2017	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS			ACMT0560095657	5/20/2016	5/20/2017	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUMT0560099182	5/20/2016	5/20/2017	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Snow Removal &amp; Mowing Yellowstone County is Additional Insured per contract

**CERTIFICATE HOLDER****CANCELLATION**

Yellowstone County  
Steve Krogstad  
PO Box 35015  
Billings, MT 59107

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

P Oberweiser CIIP, CIS Pam Oberweiser